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No. 16] NEW DELHI, APRIL 10—APRIL 16, 2011, SATURDAY/CHAITRA 20—CHAITRA 26, 1933

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए संविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

गृह मंत्रालय

नई दिल्ली, 8 अप्रैल, 2011

का.आ. 1008.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1926 के नियम 10 के उप-नियम (4) के अनुसरण में, गृह-मंत्रालय के निम्नलिखित कार्यालयों में हिन्दी का कार्यसाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80% से अधिक हो जाने के फलस्वरूप उन्हें एतद्द्वारा अधिसूचित करती हैं:-

केन्द्रीय रिजर्व पुलिस बल

1. कार्यालय स्पेशल महानिदेशक, मध्य अंचल (सेंट्रल जोन), केन्द्रीय रिजर्व पुलिस बल, कोलकाता, पश्चिम बंगाल।
2. कार्यालय कमांडेंट, 197 बटालियन, केन्द्रीय रिजर्व पुलिस बल।
3. कार्यालय कमांडेंट, 198 बटालियन, केन्द्रीय रिजर्व पुलिस बल।
4. कार्यालय कमांडेंट, 199 बटालियन, केन्द्रीय रिजर्व पुलिस बल।
5. कार्यालय कमांडेंट, 200 बटालियन, केन्द्रीय रिजर्व पुलिस बल।

6. कार्यालय पुलिस उप महानिरीक्षक (चिकित्सा), संयुक्त अस्पताल, केन्द्रीय रिजर्व पुलिस बल, गांधीनगर
7. कार्यालय कमांडेंट, 196 बटालियन, केन्द्रीय रिजर्व पुलिस बल।
8. कार्यालय स्पेशल महानिदेशक, पूर्वोत्तर अंचल, केन्द्रीय रिजर्व पुलिस बल, गुवाहाटी, असम।
9. कार्यालय पुलिस महानिरीक्षक, कोबरा सेक्टर केन्द्रीय रिजर्व पुलिस बल, नई दिल्ली।
10. कार्यालय कमांडेंट, 201 कोबरा बटालियन।
11. कार्यालय कमांडेंट, 203 कोबरा बटालियन।
12. कार्यालय कमांडेंट, 204 कोबरा बटालियन।
13. कार्यालय कमांडेंट, 205 कोबरा बटालियन।
14. कार्यालय कमांडेंट, 206 कोबरा बटालियन।

केन्द्रीय औद्योगिक सुरक्षा बल

1. केन्द्रीय औद्योगिक सुरक्षा बल इकाई, एन.टी.पी.सी./टी.वी.एच. पी.पी. जोशीमठ (उत्तराखण्ड) तपोवन

2. केन्द्रीय औद्योगिक सुरक्षा बल इकाई, एनटीपीसी लोहारी नागपाला, जोशीमठ, उत्तराखण्ड
3. केन्द्रीय औद्योगिक सुरक्षा बल इकाई, वाराणसी एयरपोर्ट (ला. ब.शा.), वाराणसी (उत्तर प्रदेश)
4. केन्द्रीय औद्योगिक सुरक्षा बल इकाई, वड़ोदरा एयरपोर्ट, वड़ोदरा, (गुजरात)
5. केन्द्रीय औद्योगिक सुरक्षा बल इकाई, वी.आई.ए.एल. बंगलोर, कर्नाटक
6. केन्द्रीय औद्योगिक सुरक्षा बल इकाई, ए.एस.जी. त्रिवेन्द्रम एयरपोर्ट, त्रिवेन्द्रम (केरल)
7. केन्द्रीय औद्योगिक सुरक्षा बल इकाई, इलेक्ट्रॉनिक निकेतन, नई दिल्ली
8. केन्द्रीय औद्योगिक सुरक्षा बल इकाई, एस.एस.जी. नोएडा (उ.प्र.)
9. केन्द्रीय औद्योगिक सुरक्षा बल इकाई, ए.एस.जी. अगरतल्ला, त्रिपुरा
10. केन्द्रीय औद्योगिक सुरक्षा बल इकाई, विरल पदार्थ परियोजना, मैसूर (कर्नाटक)

भारत-तिब्बत सीमा पुलिस बल

1. कार्यालय महानिरीक्षक (स्पेशल फ्रंटियर), दिल्ली
2. क्षेत्रीय मुख्यालय (दिल्ली)
3. क्षेत्रीय मुख्यालय (लखनऊ)
4. क्षेत्रीय मुख्यालय (भुवनेश्वर)
5. 28वीं वाहिनी
6. 29वीं वाहिनी, अमृतसर
7. 32वीं वाहिनी, कानपुर
8. 38वीं वाहिनी, रायपुर
9. 40वीं वाहिनी, रांची
10. 42वीं वाहिनी, करेरा
11. 45वीं वाहिनी
12. कार्यालय महानिरीक्षक (प्रशि.परिक्षेत्र), मसूरी
13. कार्यालय महानिरीक्षक फ्रंटियर मुख्यालय (उत्तर-पश्चिम) चंडीगढ़
14. क्षेत्रीय मुख्यालय (अमृतसर)
15. 26वीं वाहिनी, लुधियाना
16. 37वीं वाहिनी, पंचकुला (हरियाणा)
17. 43वीं वाहिनी, पटियाला

18. क्षेत्रीय मुख्यालय (तेजपुर)
19. 31वीं वाहिनी, पापुम्परे (अ.प्र.)
20. 33वीं वाहिनी, खेलगाँव (गुवाहाटी)
21. 39वीं वाहिनी, वैस्टसियांग (अ.प्र.)
22. क्षेत्रीय मुख्यालय (अल्मोड़ा)
23. 30वीं वाहिनी, महिडाण्डा
24. 34वीं वाहिनी, बरेली
25. 35वीं वाहिनी, अल्मोड़ा
26. 36वीं वाहिनी, भुवनेश्वर
27. 41वीं वाहिनी, भुवनेश्वर
28. 44वीं वाहिनी, बेलगाँव, कर्नाटक

[सं. 12017/1/2008-हिन्दी]

अवधेश कुमार मिश्र, निदेशक (राजभाषा)

MINISTRY OF HOME AFFAIRS

New Delhi, the 8th April, 2011

S. O. 1008.—In exercise of sub rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following officers of the Ministry of Home Affairs where the percentage of Hindi knowing staff has gone above 80% :—

CENTRAL RESERVE POLICE FORCE

1. Office of Special DG, Central Zone, Central Reserve Police Force, Kolkata, West Bengal.
2. Office of Commandant, 197 Bn. Central Reserve Police Force.
3. Office of Commandant, 198 Bn. Central Reserve Police Force.
4. Office of Commandant, 199 Bn. Central Reserve Police Force.
5. Office of Commandant, 200 Bn. Central Reserve Police Force.
6. Office of Dy. Inspector General (Medical), Composite Hospital, Central Reserve Police Force, Gandhinagar.
7. Office of the Commandant, 196 Bn., Central Reserve Police Force
8. Office of Special DG, North East Zone, Central Reserve Police Force, Guwahati, Assam.
9. Office of IGP, Cobra Sector, Central Reserve Police Force, New Delhi.
10. Office of Commandant, 201 Cobra Bn.
11. Office of Commandant, 203 Cobra Bn.

12. Office of Commandant, 204 Cobra Bn.
13. Office of Commandant, 205 Cobra Bn.
14. Office of Commandant, 206 Cobra Bn.

CENTRAL INDUSTRIAL SECURITY FORCE

1. Central Industrial Security Force Unit NTPC/TVHPP, Joshimatth, Tapovan Uttarakhnad.
2. Central Industrial Security Force Unit NTPC Lohari Nagpala, Joshimatth, Uttarakhand.
3. Central Industrial Security Force Unit Varanasi Airport (L.B.S.), Varanasi, U.P.
4. Central Industrial Security Force Unit Vadodara Airport, Vadodara, Gujarat,
5. Central Industrial Security Force Unit VIAL Bangalore, Karnataka.
6. Central Industrial Security Force Unit ASG Trivendrum Airport, Trivendrum, Kerala.
7. Central Industrial Security Force Unit Electronic Niketan, New Delhi.
8. Central Industrial Security Force Unit SSG Noida, U.P.
9. Central Industrial Security Force Unit ASG, Agartalla Airport, Tripura.
10. Central Industrial Security Force Unit Rare Material Project, Mysore, Karnataka.

19. 31st Bn., Papumpare (A.P.)
20. 33rd Bn., Khelgaon (Guwahati)
21. 39th Bn., Westsiyang (A.P.)
22. Sector Hqr. (Almora)
23. 30th Bn., Mahidanda
24. 34th Bn., Bareilly
25. 35th Bn., Almora
26. 36th Bn., Bhuvaneshwar
27. 41st Bn., Bhuvaneshwar
28. 44 Bn., Belgaon, Karnataka

[No. 12017/1/2008-Hindi]

AVADHESH KUMAR MISHRA, Director (OL).**कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय**

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 8 अप्रैल, 2011

का.आ. 1009.—केंद्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए महाराष्ट्र राज्य सरकार, गृह विभाग, मंत्रालय, मुम्बई की दिनांक 3 फरवरी, 2011 की अधिसूचना सं. सी.आई.डी. 2011/सी.आर. 106/पोल-11 द्वारा प्राप्त सहमति से हमले तथा श्री यशवंत सोनवाने, अपर आयुक्त, नासिक में पानेवाडी, मनमाड की हत्या के संबंध में पुलिस स्टेशन मनमाड सिटी में पंजीकृत भारतीय दंड संहिता, 1860 (1860 का अधिनियम सं. 45) की धारा 302, 353, 143, 147, 148 और 149 के अंतर्गत केस सं. 16/2011 के संबंध में तथा उपयुक्त उल्लिखित अपराधों के संबंध में प्रयास और षडयंत्र तथा उसी संव्यवहार के क्रम में या उन्हीं तथ्यों से उद्भूत किसी अन्य अपराध या अपराधों के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और क्षेत्राधिकार का विस्तार समस्त महाराष्ट्र राज्य के संबंध में करती है।

[सं. 228/12/2011-एवीडी-II]

वी.एम. रत्नम, उप सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 8th April, 2011

S. O. 1009.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Maharashtra, Home Department, Mantralaya, Mumbai vide Notification No. CID-2011/CR-106/POL-11 dated 3rd February, 2011, hereby extends the

INDO-TIBETAN BORDER POLICE FORCE

1. Office of Inspector General (Spl. Ftr.), Delhi
2. Sector Hqr. (Delhi)
3. Sector Hqr. (Lucknow)
4. Sector Hqr. (Bhuvaneshwar)
5. 28th Bn.
6. 29th Bn. Amritsar
7. 32nd Bn. Kanpur
8. 38th Bn. Raipur
9. 40th Bn. Ranchi
10. 42nd Bn. Karera
11. 45th Bn.
12. Office of Inspector General (Training Zone), Mussoorie
13. Office of Inspector General Ftr. Hqrs. (North-West), Chandigarh
14. Sector Hqr. (Amritsar)
15. 26th Bn. Ludhiana
16. 37th Bn. Panchkula (Haryana)
17. 43rd Bn., Patiala
18. Sector Hqr. (Tejpur)

powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State Maharashtra for investigation of Case No. 11-2011 under Sections 302, 253, 143, 148, and 149 of the Indian Penal Code, 1860 (Act No. 45 of 1860) registered at Police Station Manmad City, Manmad relating to assault and murder of Sh. Yashwant Sonaware, Additional Commissioner, Nashik at Panewade, Manmad and attempt, abetment and conspiracy in relation to or in connection with the above mentioned offences and any other offence or offences committed in course of the same transaction or arising out of the same facts.

[No. 228/12/2011-AVD-II]

V. M. RATHNAM, Dy. Secy.

वित्त मंत्रालय

(राजस्व विभाग)

(केन्द्रीय प्रत्यक्ष कर बोर्ड)

नई दिल्ली, 1 अप्रैल, 2011

का.आ. 1010.—सर्वसाधारण की जानकारी के लिए एतद्वारा यह अधिसूचित किया जाता है कि केन्द्र सरकार द्वारा आयकर नियमावली, 1962 (उक्त नियमावली) के नियम 5ग और 5घ के साथ पठित आयकर अधिनियम, 1961 (उक्त अधिनियम) की धारा 35 की उपधारा (1) के खंड (ii) के प्रयोजनार्थ 1-4-2003 से 31-3-2008 तक संगठन भौतिक अनुसंधान प्रयोगशाला, अहमदाबाद को निम्नलिखित शर्तों के अधीन 'वैज्ञानिक अनुसंधान संस्था' की श्रेणी में अनुमोदित किया गया है, अर्थात्:-

- (i) अनुमोदित 'वैज्ञानिक अनुसंधान संस्था' का एकमात्र उद्देश्य वैज्ञानिक अनुसंधान करना होगा;
 - (ii) अनुमोदित संगठन वैज्ञानिक अनुसंधान कार्य स्वयं करेगा;
 - (iii) अनुमोदित संगठन खाता बही रखेगा और उक्त अधिनियम की धारा 288 की उप धारा (2) के स्पष्टीकरण में यथा परिभाषित एक लेखाकार से उस खाता-बही की लेखा परीक्षा कराएगा और उक्त अधिनियम की धारा 139 की उप-धारा (1) के अंतर्गत आय विवरणी प्रस्तुत करने की नियत तिथि तक ऐसे लेखाकार द्वारा विधिवत सत्यापित एवं हस्ताक्षरित लेखा परीक्षा रिपोर्ट मामले में क्षेत्राधिकार रखने वाले आयकर आयुक्त अथवा आयकर निदेशक को प्रस्तुत करेगा;
 - (iv) अनुमोदित संगठन वैज्ञानिक अनुसंधान के लिए प्राप्त दान तथा प्रयुक्त राशि का अलग विवरण रखेगा और उपर्युक्त लेखा परीक्षा रिपोर्ट के साथ लेखा परीक्षक द्वारा विधिवत सत्यापित ऐसे विवरण की प्रति प्रस्तुत करेगा।
2. केन्द्र सरकार यह अनुमोदन वापस ले लेगी यदि अनुमोदित संगठन:-
- (क) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित लेखा बही नहीं रखेगा; अथवा

- (ख) पैराग्राफ 1 के उप-पैराग्राफ (iii) में उल्लिखित अपनी लेखा परीक्षा रिपोर्ट प्रस्तुत नहीं करेगा; अथवा
- (ग) पैराग्राफ 1 के उप-पैराग्राफ (iv) में उल्लिखित वैज्ञानिक अनुसंधान के लिए प्राप्त दान एवं प्रयुक्त राशि का अपना विवरण प्रस्तुत नहीं करेगा; अथवा
- (घ) अपना अनुसंधान कार्य करना बंद कर देगा अथवा इसके अनुसंधान कार्य को जायज नहीं पाया जाएगा; अथवा
- (ङ) उक्त नियमावली के नियम 5ग और 5घ के साथ पठित उक्त अधिनियम की धारा 35 की उप-धारा (1) के खंड (ii) के प्रावधानों के अनुरूप नहीं होगा तथा उनका पालन नहीं करेगा।

[अधिसूचना सं. 17/2011/फा.सं. 203/16/2009-आ.क.नि-II]

अजय गोयल, निदेशक (आ.क.नि.-II)

MINISTRY OF FINANCE

(Department of Revenue)

(Central Board of Direct Taxes)

New Delhi, the 1st April, 2011

S.O. 1010.—It is hereby notified for general informations that the organization Physical Research Laboratory, Ahmedabad, has been approved by the Central Government for the purpose of clause (ii) of sub-section (1) of Section 35 of the Income-tax Act, 1961 (said Act), read with rules 5C and 5D of the Income-tax Rules, 1962 (said Rules) with effect from 1-4-2003 to 31-3-2008 in the category of 'scientific research association' subject to the following conditions, namely:—

- (i) The sole objective of the approved 'scientific research association' shall be to undertake scientific research;
 - (ii) The approved organization shall carry out the scientific research activity by itself;
 - (iii) The approved organization shall maintain books of accounts and get such books audited by an accountant as defined in the explanation to sub-section (2) of Section 288 of the said Act and furnish the report of such audit duly signed and verified by such accountant to the Commissioner of Income-tax or the Director of Income-tax having jurisdiction over the case, by the due date of furnishing the return of income under sub-section (1) of Section 139 of the said Act;
 - (iv) The approved organization shall maintain a separate statement of donations received and amount applied for scientific research and a copy of such statement duly certified by the auditor shall accompany the report of audit referred to above.
2. The Central Government shall withdraw the approval if the approved organization:—

- (a) fails to maintain books of accounts referred to in sub-paragraph (iii) of paragraph 1; or
- (b) fails to furnish its audit report referred to in sub-paragraph (iii) of paragraph 1; or
- (c) fails to furnish its statement of donations received and amounts applied for scientific research referred to in sub-paragraph (iv) of paragraph 1; or
- (d) ceases to carry on its research activities or its research activities are not found to be genuine; or
- (e) ceases to conform to and comply with the provisions of clause (ii) of sub-section (1) of Section 35 of the said Act and with rules 5C and 5D of the said Rules.

[Notification No. 17/2011/F.No. 203/16/2009/ITA-II]

AJAY GOYAL, Director/ITA-II)

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 5 अप्रैल, 2011

का.आ. 1011.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उपखंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा 3 (ज) और (3-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, श्री हिरन्या बोरा (जन्म तिथि 24-12-1946) को अधिसूचना की तारीख से तीन वर्षों की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, यूनाइटेड बैंक आफ इंडिया के निदेशक मण्डल में अंशकालिक गैर-सरकारी निदेशक के रूप में नामित करती है।

[फा. सं. 6/19/2010-बीओ-1]

समीर के.सिन्हा, निदेशक

(Department of Financial Services)

New Delhi, the 5th April, 2011

S.O. 1011.—In exercise of the powers conferred by sub-section 3(h) and (3-A) of Section 9 of the Banking Companies (Acquisition & Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3 of the Nationalised Banks (Management & Miscellaneous Provision) Scheme, 1970/1980, the Central Government hereby nominates Shri Hiranya Bora (DoB: 24-12-1946) as part-time non-official director on the Board of Directors of United Bank of India for a period of three years from the date of notification or until further orders, whichever is earlier.

[F.No. 6/19/2010-BO-I]

SAMIR K. SINHA, Director

नई दिल्ली, 7 अप्रैल, 2011

का.आ. 1012.—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 19 के खण्ड (क) और धारा 20 की उपधारा (1)

द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात, एतद्वारा, भारतीय स्टेट बैंक के उप प्रबंध निदेशक, श्री प्रतीप चौधरी (जन्म तिथि 12-9-1953) को उनके द्वारा पदभार ग्रहण करने की तारीख से 30 सितम्बर, 2013 तक अर्थात् उनके अधिवर्षिता की आयु प्राप्त करने की तारीख तक अथवा अगले आदेशों तक, जो भी पहले हो, 80,000 रुपये (नियत) के वेतनमान में अध्यक्ष, भारतीय स्टेट बैंक के तौर पर नियुक्त करती है।

[फा.सं. 8/1/2006-बीओ-1]

समीर के. सिन्हा, निदेशक

New Delhi, the 7th April, 2011

S.O. 1012.—In exercise of the powers conferred by clause (a) of Section 19 and sub-section (1) of Section 20 of the State Bank of India Act, 1955 (23 of 1955), the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri Pratip Chaudhari (DoB: 12-9-1953), Deputy Managing Director, State Bank of India, as Chairman, State Bank of India in the pay scale of Rs. 80,000 (fixed) with effect from the date of his taking charge of the post and upto 30-9-2013 i.e. the date of his attaining the age of superannuation or until further orders, whichever is earlier.

[F.No. 8/1/2006-BO-I]

SAMIR K. SINHA, Director

नई दिल्ली, 7 अप्रैल, 2011

का.आ. 1013.—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 19 के खण्ड (क) और धारा 20 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात, एतद्वारा, भारतीय स्टेट बैंक के उप प्रबंध निदेशक, श्री हेमंत जी. कांट्रेक्टर (जन्म तिथि 22-4-1954) को उनके द्वारा पदभार ग्रहण करने की तारीख से 30 अप्रैल, 2014 तक अर्थात् उनके अधिवर्षिता की आयु प्राप्त करने की तारीख तक अथवा अगले आदेशों तक, जो भी पहले हो, 75,500-80,000 रुपये के वेतनमान में प्रबंध निदेशक, भारतीय स्टेट बैंक के तौर पर नियुक्त करती है।

[फा.सं. 8/1/2006-बीओ-II]

समीर के. सिन्हा, निदेशक

New Delhi, the 7th April, 2011

S.O. 1013.—In exercise of the powers conferred by clause (b) of Section 19 and sub-section (1) of Section 20 of the State Bank of India Act, 1955 (23 of 1955), the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri Hemant G. Contractor (DoB: 22-4-1954), presently Deputy Managing Director, State

Bank of India, as Managing Director, State Bank of India in the pay scale of Rs. 75,500-80,000 with effect from the date of his taking over charge of the post and upto 30-4-2014 i.e. the date of his attaining the age of superannuation or until further orders, whichever is earlier.

[F.No. 8/1/2006-BO-I(i)]

SAMIR K. SINHA, Director

नई दिल्ली, 7 अप्रैल, 2011

का.आ. 1014.—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 19 के खण्ड (ख) और धारा 20 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात, एतद्वारा, श्री दिवाकर गुप्ता (जन्म तिथि 25-7-1953), जो वर्तमान में भारतीय स्टेट बैंक के उप प्रबंधक निदेशक हैं, को 75,500-80,000 रुपए के वेतनमान में पद का कार्यभार ग्रहण करने की तारीख से और 31-7-2013 तक यानि वह तारीख जिस दिन वह अधिवर्षिता की आयु प्राप्त कर लेंगे अथवा अगले आदेशों तक, इनमें से जो भी पहले हो, प्रबंध निदेशक, भारतीय स्टेट बैंक के तौर पर नियुक्त करती है।

[फा.सं. 8/1/2006-बीओ-1(ii)]

समीर के. सिन्हा, निदेशक

New Delhi, the 7th April, 2011

S.O. 1014.—In exercise of the powers conferred by clause (b) of Section 19 and sub-section (1) of Section 20 of the State Bank of India Act, 1955 (23 of 1955), the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri Diwakar Gupta (DoB: 25-07-1953), presently Deputy Managing Director, State Bank of India, as Managing Director, State Bank of India in the pay scale of Rs. 75,500-80,000 with effect from the date of his taking over charge of the post and upto 31-7-2013 i.e. the date of his attaining the age of superannuation or until further orders, whichever is earlier.

[F.No. 8/1/2006-BOI(ii)]

SAMIR K. SINHA, Director

नई दिल्ली, 7 अप्रैल, 2011

का.आ. 1015.—भारतीय स्टेट बैंक अधिनियम, 1955 (1955 का 23) की धारा 19 के खण्ड (ख) और धारा 20 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात, एतद्वारा, भारतीय स्टेट बैंक के उप प्रबंधक निदेशक, श्री ए.कृष्ण कुमार (जन्म तिथि 18-11-1954) को उनके द्वारा पदभार ग्रहण करने की तारीख से 30 नवम्बर, 2014 तक अर्थात् उनके अधिवर्षिता की आयु प्राप्त करने की तारीख तक अथवा अगले आदेशों तक, जो भी पहले हो,

75,500-80,000 के वेतनमान में प्रबंध निदेशक, भारतीय स्टेट बैंक के तौर पर नियुक्त करती है।

[फा.सं. 8/1/2006-बीओ-1(iii)]

समीर के. सिन्हा, निदेशक

New Delhi, the 7th April, 2011

S.O. 1015.—In exercise of the powers conferred by clause (b) of Section 19 and sub-section (1) of Section 20 of the State Bank of India Act, 1955 (23 of 1955), the Central Government, after consultation with the Reserve Bank of India, hereby appoints Shri A. Krishna Kumar (DoB: 18-11-1954), presently Deputy Managing Director, State Bank of India, as Managing Director, State Bank of India in the pay scale of Rs. 75,500-80,000 with effect from the date of his taking over charge of the post and upto 30-11-2014 i.e. the date of his attaining the age of superannuation or until further orders, whichever is earlier.

[F.No. 8/1/2006-BO-I(iii)]

SAMIR K. SINHA, Director

स्वास्थ्य तथा परिवार कल्याण मंत्रालय

(स्वास्थ्य तथा परिवार कल्याण विभाग)

नई दिल्ली, 5 अप्रैल, 2011

का.आ. 1016.—केन्द्र सरकार, दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद से परामर्श करके, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है नामतः—

2. उत्कल विश्वविद्यालय, भुवनेश्वर विश्वविद्यालय द्वारा प्रदान की जा रही दंत चिकित्सा डिग्रियों की मान्यता के बारे में दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में क्रम संख्या 36 के कॉलम 2 तथा 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियों को उसके अंतर्गत अंतर्विष्ट किया जाएगा, नामतः—

“III हाई टेक दंत चिकित्सा कालेज, भुवनेश्वर

(i) दंत चिकित्सा सर्जरी में बैचलर

(यदि दिनांक 21-10-2010 को

अथवा उसके पश्चात प्रदान की गई)

बीडीएस, उत्कल

विश्वविद्यालय”

[फा. सं. वी.12017/53/2003-डीई]

अनिता त्रिपाठी, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 5th April, 2011

S.O. 1016.— In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation

with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against Serial No. 36, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Utkal University, Bhubaneswar, the following entries shall be inserted thereunder:—

“III. Hi Tech Dental College, Bhubaneswar.

(i) Bachelor of Dental Surgery
(if granted on or after 21-10-2010) BDS,Utkal University”

[F.No. V-12017/53/2003-DE]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 5 अप्रैल, 2011

का.आ. 1017.—केन्द्र सरकार, दंतक चिकित्सा अधिनियम, 1948 (1948 का 16) की धारा 10 की उप-धारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय दंत चिकित्सा परिषद से परामर्श करके, एतद्वारा उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित संशोधन करती है नामतः :—

2. उत्कल विश्वविद्यालय, भुवनेश्वर विश्वविद्यालय द्वारा प्रदान की जा रही दंत चिकित्सा डिग्रियों की मान्यता के बारे में दंत चिकित्सा अधिनियम, 1948 (1948 का 16) की अनुसूची के भाग-1 में क्रम संख्या 36 कॉलम के 2 तथा 3 की मौजूदा प्रविष्टियों में निम्नलिखित प्रविष्टियों को उसके अंतर्गत अंतर्विष्ट किया जाएगा, नामतः:—

“IV दंत चिकित्सा विज्ञान संस्थान, भुवनेश्वर

(ii) दंत चिकित्सा सर्जरी में बैचलर
(यदि दिनांक 19-10-2010 को बीडीएस, उत्कल
अथवा उसके पश्चात प्रदान की गई) विश्वविद्यालय”

[फा. सं. वी.-12017/32/2004-डीई (खंड.1)]

अनिता त्रिपाठी, अवर सचिव

New Delhi, 5th April, 2011

S.O. 1017.— In exercise of the powers conferred by sub-section (2) of Section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consultation with the Dental Council of India, hereby, makes the following amendments in Part-I of the Schedule to the said Act, namely:—

2. In the existing entries of column 2 & 3 against Serial No. 36, in Part-I of the Schedule to the Dentists Act, 1948 (16 of 1948) pertaining to recognition of dental degrees awarded by Utkal University, Bhubaneswar, the following entries shall be inserted thereunder:—

“IV. Institute of Dental, Sciences, Bhubaneswar.

(i) Bachelor of Dental Surgery
(if granted on or after 19-10-2010) BDS,Utkal University”

[F.No. V-12017/32/2004-DE (Vol.I)]

ANITA TRIPATHI, Under Secy.

CORRIGENDUM

New Delhi, the 5th April, 2011

S.O. 1018.—In continuation to this Department's Notification No. U-12012/25/2009-ME(P-II) Vol. I dated 27-7-2009. and in exercise of the powers conferred by sub-section (2) of the Section -11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely :—

In the said Schedule—

“against “MGM University of Health Sciences (Deemed University)”, under the heading ‘Abbreviation for Registration’ (column 3), the DGO qualification shall be added as a recognised medical qualification when granted by MGM University of Health Sciences (Deemed University) in respect of students being trained at MGM Medical College, Navi Mumbai on or after 2008”.

[No. U-12012/25/2009-ME(P.II) Vol.I]

ANITA TRIPATHI, Under Secy.

मानव संसाधन विकास मंत्रालय

(उच्चतर शिक्षा विभाग)

नई दिल्ली, 28 फरवरी, 2011

का.आ. 1019.—सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971 (1971 का 40) की धारा 3 में प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्र सरकार एतद्वारा नीचे तालिका के कॉलम (1) में उल्लिखित अधिकारी को उक्त अधिनियम के प्रयोजनार्थ सरकार के राजपत्रित अधिकारी के समतुल्य अधिकारी की श्रेणी में संपदा अधिकारी नियुक्त करती है जो उक्त अधिनियम द्वारा अथवा उसके तहत प्रदत्त शक्तियों का प्रयोग करेगा और उक्त तालिका के कॉलम (2) में विनिर्दिष्ट सार्वजनिक परिसरों के संबंध में उसके क्षेत्राधिकार की स्थानीय सीमाओं के भीतर संपदा अधिकारी को सौंपे गए कार्यों को निष्पादित करेगा ।

तालिका

अधिकारी का पदनाम	सार्वजनिक परिसरों की श्रेणी और क्षेत्राधिकार की स्थानीय सीमाएं
(1)	(2)
पंजीयक, भारतीय प्रौद्योगिकी संस्थान भुवनेश्वर	भारतीय प्रौद्योगिकी संस्थान, भुवनेश्वर द्वारा अथवा उसकी ओर से अधिग्रहीत अथवा पट्टे पर लिए गए अथवा

(1)	(2)
	उससे संबंधित परिसर जो उड़ीसा राज्य के खोर्धा और पुरी जिलों में उसके प्रशासनिक नियंत्रणाधीन है।

[एफ. सं. 14-25/2010-टीएस-1]

यतेन्द्र कुमार, अवर सचिव

MINISTRY OF HUMAN RESOURCE DEVELOPMENT**(Department of Higher Education)**

New Delhi, the 28th February, 2011

S.O. 1019.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the officer mentioned in column (1) of the Table below, being the officer equivalent to the rank of Gazetted Officer of the Government to be Estate Officer for the purpose of the said Act, who shall exercise the powers conferred and perform the duties imposed, on Estate Officer by or under the said Act within the local limits of his jurisdiction in respect of the premises specified in column (2) of the said Table.

TABLE

Designation of the officer	Categories of public premises and local limits of jurisdiction.
(1)	(2)
Registrar, Indian Institute of Technology, Bhubaneswar.	Premises belonging to, or taken on lease or requisitioned by or on behalf of the Indian Institute of Technology, Bhubaneswar, which are under its administrative control in the Districts of Khordha and Puri in the State of Orissa.

[F.No. 14-25/2010-TS-I]

YATENDRA KUMAR, Under Secy.

(राजभाषा प्रभाग)

नई दिल्ली, 29 मार्च, 2011

का.आ. 1020.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम 4 के अनुसरण में मानव संसाधन विकास मंत्रालय के अन्तर्गत केन्द्रीय विद्यालय संगठन के निम्नलिखित केन्द्रीय विद्यालयों तथा क्षेत्रीय कार्यालय को, ऐसी संस्थाओं के रूप में, जिनमें 80 प्रतिशत से अधिक अधिकारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधि सूचित करती है :-

क्र.सं. विद्यालय का नाम तथा पता

(1)	(2)
1.	केन्द्रीय विद्यालय, गौशाला रोड, मिनसौरी, खगड़िया (बिहार), पिन-851204
2.	केन्द्रीय विद्यालय, पोस्ट ऑफिस पुण्डरी, हरसिंहपुरा, करनाल, पिन - 132114
3.	केन्द्रीय विद्यालय, शिवहर, कलावती जियालाल उच्च विद्यालय परिसर, अम्बाकला (शिवहर), बिहार पिन -843334
4.	केन्द्रीय विद्यालय, नं 3, श्रीनगर पन्था चौक, श्रीनगर (जम्मू एवं कश्मीर)-191101
5.	केन्द्रीय विद्यालय, नं.1, पठानकोट, वायु सेना स्थल, पठानकोट (पंजाब) - 145001
6.	केन्द्रीय विद्यालय, नं. 4, पठानकोट, पोस्ट ऑफिस-मैमून कैन्ट, पठानकोट (पंजाब) - 145001
7.	केन्द्रीय विद्यालय, नं. 1, गैरिसन अभियन्ता कार्यालय के सामने, जालंधर-छावनी (पंजाब) - 144005
8.	केन्द्रीय विद्यालय, सुंजुवान, पोस्ट ऑफिस-सैनिक कॉलोनी, जम्मू (जम्मू एवं कश्मीर) पिन -180011
9.	केन्द्रीय विद्यालय, नरसिंहपुर (जिला) नरसिंहपुर-487001 (म.प्र.)
10.	केन्द्रीय विद्यालय, हीरानगर, रवि तवी कॉम्प्लैक्स, तहसील-हीरानगर, जिला कटुआ (जम्मू व कश्मीर) 184142
11.	केन्द्रीय विद्यालय, कटुआ, मुख्य पोस्ट ऑफिस के पास, मेन बाजार, कटुआ (जम्मू व कश्मीर)-184101
12.	केन्द्रीय विद्यालय, पहलगँव, पो.ओ. लाडीपुरा, पहलगँव (जम्मू व कश्मीर)-192126
13.	केन्द्रीय विद्यालय, सीमा सुरक्षा बल परिसर, राजौरी (जम्मू व कश्मीर)-185131
14.	केन्द्रीय विद्यालय, गुलमर्ग, तंगमार्ग, जिला-बारामुल्ला, जम्मू (जम्मू व कश्मीर)- 193402
15.	केन्द्रीय विद्यालय, नं. 1, अखनूर, पुराने चिनाब पुल के पास, अखनूर (जम्मू व कश्मीर)- 185131
16.	केन्द्रीय विद्यालय, लखनपुर, पो.ऑ. लखनपुर, जिला-कटुआ (जम्मू व कश्मीर)-184152
17.	केन्द्रीय विद्यालय, भनाला, पो.ऑ. शाहपुर, जिला-कांगड़ा (हि.प्र.)-176206
18.	केन्द्रीय विद्यालय, चनैनी, जिला-उधमपुर, (जम्मू व कश्मीर)-182141

19. केन्द्रीय विद्यालय, मद्रवाह, लिंक रोड, जिला-डोडा (जम्मू व कश्मीर)-182222
20. केन्द्रीय विद्यालय, कारगिल, ट्रेसपोन, लेह (लद्दाख)-194103
21. केन्द्रीय विद्यालय, उडी, एन.एच.पी.सी. गिंगल, पो.ऑ. मोहरा, जिला-बारामुल्ला (जम्मू व कश्मीर)
22. केन्द्रीय विद्यालय, न. 1, चमेरा, एन.एच.पी.सी., खौरा जिला-चम्बा (हि.प्र.)-176325
23. केन्द्रीय विद्यालय, नं. 2, चमेरा, एन.एच.पी.सी., करीयान, पो. ऑ. हरदासपुर, जिला-चम्बा (हि.प्र.)-176310
24. केन्द्रीय विद्यालय, अनन्तनाग (बिराकपुर), अनन्तनाग (जम्मू व कश्मीर)-192101
25. केन्द्रीय विद्यालय, भिण्ड, लाहार रोड, भिण्ड (म.प्र.)
26. केन्द्रीय विद्यालय, भोपाल 1, मैदा मिल के सामने, होशंगाबाद रोड, भोपाल-11
27. केन्द्रीय विद्यालय, सीहोर, प्रोफेसर कालोनी के पास, सीहोर (म.प्र.)
28. केन्द्रीय विद्यालय, छतरपुर, महोबा रोड, छतरपुर (म.प्र.)
29. केन्द्रीय विद्यालय, धार, चाणक्यपुरी-धार (म.प्र.)
30. केन्द्रीय विद्यालय, नं. 4, ग्वालियर, वायु सेना स्थल, महाराजपुर, ग्वालियर
31. केन्द्रीय विद्यालय, नं. 5, ग्वालियर, शास्त्री नगर, ग्वालियर (म.प्र.)
32. केन्द्रीय विद्यालय, सी.आर.पी.एफ., नागपुर, हिंगना रोड, नागपुर
33. केन्द्रीय विद्यालय, शाजापुर (म.प्र.)
34. केन्द्रीय विद्यालय, मुंगोली जिला अशोक नगर (म.प्र.)
35. केन्द्रीय विद्यालय, पन्ना शासकीय पौलिटैक्निक के पास, पन्ना (म.प्र.)
36. केन्द्रीय विद्यालय, श्योपुर, कलेक्ट्रेट के पीछे (म.प्र.)
37. केन्द्रीय विद्यालय, सीधी, मुख्य डाकघर के पास, जिला-सीधी (म.प्र.)-486661 (म.प्र.)
38. केन्द्रीय विद्यालय, डी आई ए टी, गिरीनगर, सिंहरोड, पुणे-411025
39. केन्द्रीय विद्यालय, एन सी एच, कालोनी, भांडुप-78 मुम्बई
40. केन्द्रीय विद्यालय, एन ए डी रायगढ़, करंजा (मुम्बई)
41. केन्द्रीय विद्यालय, माले गांव, धुले-424001
42. केन्द्रीय विद्यालय, मध्य रेलवे, मनमाड, नासिक-423104
43. केन्द्रीय विद्यालय, गोधनी रोड, यवतमाल-445001
44. केन्द्रीय विद्यालय, नं.1 करि, अहमदनगर-414002 (मुम्बई)
45. केन्द्रीय विद्यालय, वी आर डी ई, अहमदनगर (मुम्बई)
46. केन्द्रीय विद्यालय, मुदखेड, (मुम्बई)
47. केन्द्रीय विद्यालय, फोरेस्ट रिसर्च इंस्टीट्यूट, पो. ऑ. न्यू फॉरेस्ट, देहरादून- 248006
48. केन्द्रीय विद्यालय, जैतपुर लॉयन स्कूल बिल्डिंग, जूनागढ़ रोड, जैतपुर, जिला राजकोट-260370
49. केन्द्रीय विद्यालय, सिलवासा, सरकारी हाई सैकेंड्री स्कूल, तोकरखाडा, सिलवासा (यू.टी.)-396230
50. केन्द्रीय विद्यालय, समाना, जामनगर, वायुसेना समाना, जामनगर-360520
51. केन्द्रीय विद्यालय, क्रम सं. 1 गांधीनगर, सै-30, गांधीनगर-382030
52. केन्द्रीय विद्यालय, द्वारका, शारदा पीठ कॉलेज कैम्पस, संस्कृत एकादमी के सामने, द्वारका, जिला-जामनगर, पिन-361335
53. केन्द्रीय विद्यालय, क्रम सं. 1 बडौदा, हरनी रोड, बडौदा
54. केन्द्रीय विद्यालय, नं. 3, एम एल बी परिसर, गोपालगंज, सागर, मध्य प्रदेश
55. केन्द्रीय विद्यालय, नं. 2, गोरखपुर, भारतीय खाद्य निगम कैम्पस, गोरखपुर, उत्तर प्रदेश पिन-273007
56. केन्द्रीय विद्यालय, गंगटोक, पो.ओ. तादोंग, सिक्किम-737102
57. केन्द्रीय विद्यालय, अंकलेश्वर, ओ.एन.जी.सी. कॉलोनी, अंकलेश्वर, जिला-भरूच, गुजरात
58. केन्द्रीय विद्यालय, नं. 2, जामनगर, आई एन एफ लाईन्स, जामनगर, गुजरात-361005
59. केन्द्रीय विद्यालय, गोधरा नगरपालिका अस्पताल पटेलवाडा के ऊपर, नवा बाजार गोधरा, पंचमहल, गुजरात-389001
60. केन्द्रीय विद्यालय संगठन, आंचलिक शिक्षा एवं प्रशिक्षण संस्थान, सै. 33-सी, चंडीगढ़

[सं. 11011-1/2011-रा.भा.ए.]

डॉ. अनिता भटनागर जैन, संयुक्त सचिव

(O.L. Division)

New Delhi, the 29th March, 2011

S.O. 1020. — In pursuance of sub-rule (4) of rule 10 of the Official Language (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following Kendriya Vidyalayas and Regional office of Kendriya Vidyalaya Sangathan under the Ministry of Human Resource Development, whose more than 80% members of the staff have acquired working knowledge of Hindi :—

S.No. Name of the Vidyalaya and Address

(1)

(2)

1. Kendriya Vidyalaya, Gaushala Road, Minsauri, Khagaria, (Bihar) Pin - 851204
2. Kendriya Vidyalaya, P.O. Pundri, Harsinghpura, Kamal, Pin-132114
3. Kendriya Vidyalaya, Sheohar, Kalawati Jiyalal High School Campus, Amba Kala, Distt. (Sheohar) Bihar- Pin- 843334
4. Kendriya Vidyalaya No. 3, Srinagar, Pantha Chowk, Srinagar (J&K)-191101
5. Kendriya Vidyalaya No. 1, Pathankot, AFS, Pathankot (Punjab) -145001
6. Kendriya Vidyalaya No. 4, Panthankot, P.O. Mamoon Cantt, Pathankot (Punjab) - 145001
7. Kendriya Vidyalaya, No. 1 Opposite the office of Garrison Engineer, Jalandhar Cantt. (Punjab) - 144005
8. Kendriya Vidyalaya, Sunjuwan, P.O. Sainik Colony, Jammu (J&K)-180011
9. Kendriya Vidyalaya, Narsinghpur, Distt. Narsinghpur (M.P.) -487001
10. Kendriya Vidyalaya, Hira Nagar, Ravi Tawi Complex, Tehsil Hira Nagar, Distt. Kathua (J&K) - 184142
11. Kendriya Vidyalaya, Near Main Post Office, Main Market, Kathua (J&K) -184101
12. Kendriya Vidyalaya, Pahalgam, P.O.-Ladipura, Pahalgam (J&K)-192126
13. Kendriya Vidyalaya, BSF Campus, Rajouri (J&K)-185131
14. Kendriya Vidyalaya, Gulmarg, Tangmarg, Distt. Baramulla (J&K)-193402
15. Kendriya Vidyalaya, No. 1, Akhnoor, Near old Chenab bridge, Akhnoor (J&K) -185131
16. Kendriya Vidyalaya, Kathua, Lakhanpur P.O. Lakhanpur, Distt. Kathua (J&K)- 184152
17. Kendriya Vidyalaya, Bhanala, P.O. Shahpur, Distt. Kangra (HP) -176206
18. Kendriya Vidyalaya, Chenani, Distt. Udamptur (J&K)-182141
19. Kendriya Vidyalaya, Bhaderwah, Link Road, Distt. Doda (J&K)- 182222
20. Kendriya Vidyalaya, Kargil, Tresponè, Leh (Laddakh)-194103

21. Kendriya Vidyalaya, Uri, NHPC, Gingle, Post Office-Mohra, Distt. Baramulla (J&K)
22. Kendriya Vidyalaya, No. 1 Chamera, NHPC, Khaira, Distt. Chamba (HP)- 176325
23. Kendriya Vidyalaya No. 2, Bhanala, Chamera, NHPC, Kariyan, P.O. Hardashpur, Distt. Chamba (HP)-176310
24. Kendriya Vidyalaya, Anantnag (Biramkpur), Anantnag (J&K)- 192101
25. Kendriya Vidyalaya, Bhind, Lahar Road, Bhind (MP)
26. Kendriya Vidyalaya No.1, Bhopal, Opp. Maida Mill, Hoshangabad Road, Bhopal-11
27. Kendriya Vidyalaya, Sehore, Near Professor Colony, Sehore (MP)
28. Kendriya Vidyalaya, Chhatarpur, Mahoba Road, Chhatarpur (MP)
29. Kendriya Vidyalaya, Dhar, Chanakyapuri, Dhar (MP)
30. Kendriya Vidyalaya No. 4, Gwalior, AFS, Maharajpur, Gwalior (MP)
31. Kendriya Vidyalaya, No. 5, Gwalior, Shastri Nagar, Gwalior (MP)
32. Kendriya Vidyalaya, CRPF, Nagpur, Hingana Road, Nagpur
33. Kendriya Vidyalaya, Shajapur (MP)
34. Kendriya Vidyalaya, Mungaoli, Distt. Ashok Nagar (MP)
35. Kendriya Vidyalaya, Panna, Near of Govt. Polytechnic, Panna (MP)
36. Kendriya Vidyalaya, Sheopur, Back Side of Collectrate (MP)
37. Kendriya Vidyalaya, Sidhi Near HPO, Distt. Sidhi (M.P.) Pin - 486661
38. Kendriya Vidyalaya, DIAT Giri Nagar, Singh Road, Pune- 411025
39. Kendriya Vidyalaya, NCH Colony, Bhadup-78 (Mumbai)
40. Kendriya Vidyalaya, NAD, Raigarh, Karanja (Mumbai)
41. Kendriya Vidyalaya, Malegaon, Dhule- 424001
42. Kendriya Vidyalaya, Central Railway, Manmad, Nasik-423104
43. Kendriya Vidyalaya, Godhani Road, Yawatmal-445001 (Mumbai)
44. Kendriya Vidyalaya No.1, Kari, Ahmednagar-414002 (Mumbai)

45. Kendriya Vidyalaya, VRDE, Ahmednagar (Mumbai)
46. Kendriya Vidyalaya, Mudkher (Mumbai)
47. Kendriya Vidyalaya, Forest Research Institute, P.O. New Forest, Dehradun-248006
48. Kendriya Vidyalaya, Jaitpur Lion's School Building Junagarh Road, Jaitpur, Distt. Rajkot- 260370
49. Kendriya Vidyalaya, Silvasa Govt. H.S. School, Tokarkhada, Silvassa (UT) -396230
50. Kendriya Vidyalaya, Samana, Jamnagar, AFS Samana, Jamanagar-360520
51. Kendriya Vidyalaya No.1, Gandhinagar Sec. 30, Gandhinagar-382030
52. Kendriya Vidyalaya, Dwarka Sardha Peeth College Campus, Opp. Sanskrit Academy, Dwarka- Distt. Jamnagar- 361335
53. Kendriya Vidyalaya No.1, Baroda, Harni Road, Baroda
54. Kendriya Vidyalaya No.3, MLB Campus, Gopalgunj, Sagar (MP)
55. Kendriya Vidyalaya No.2, Gorakhpur, Bhartiya Khadya Niagam Campus, Gorakhpur U.P. - 273007
56. Kendriya Vidyalaya, Gangtok P.O. Tadong, Sikkim, Pin- 737102
57. Kendriya Vidyalaya, Ankleshwar, ONGC Colony, Ankleshwar, Distt. Bharuch, Gujrat.
58. Kendriya Vidyalaya No.2, Jamnagar, INF Lines, Jamnagar, Gujrat- 361005
59. Kendriya Vidyalaya, Godhra, above Municipality Hospital Patelwada, Nava Bazar, Godhra Panchmahal, Gujarat- 389001
60. Kendriya Vidyalaya, Sangathan, Zonal Institute of Education and Training, Chandigarh, Sector-33-C, Chandigarh

[No. 11011-1/2011-O.L.U.]

Dr. ANITA BHATNAGAR JAIN, Jt. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 6 अप्रैल, 2011

का.आ. 1021.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि अधिसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :

क्रम सं.	संशोधित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आईएस 3005 (Part 1): 1979 -कोरे डलवा इस्पात के इंगट सांचे, स्टूल और धातुमल लैडल की विशिष्ट भाग 1 8 टन एवं इससे ज्यादा भार के बड़े आकार के इंगट सांचे के बॉटम स्टूल (पहला पुनरीक्षण)	संशोधन संख्या 1 मार्च, 2011	31-03-2011

इस संशोधन की प्रति भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों: अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयंबटूर, गुहाटी, हैदराबाद, जयपुर, कानपुर, पटना नागपुर, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ : एमटीडी 6/टी-2]

पी. घोष, वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 6th April, 2011

S.O. 1021. —In pursuance of clause (b) of sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards particulars of which are given in the Schedule here to annexed have been established on the date indicated against each:

SCHEDULE

S. No.	No. and Title of the standard (s)	No. & year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1	IS 3005 (Part 1): 1979 Specification for grey cast iron ingot moulds, stools and slag ladles part I Bottom stools for large size ingot moulds weighing 8 tonnes and higher (first revision)	Amendment No.1 March, 2011	31-03-2011

Copies of these amendments are available for sale with the Bureau of Indian Standards, Manak Bhawan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[Ref: MTD 6/T-2]

P. GHOSH, Sc. 'F' & Head (Met Engg.)

नई दिल्ली, 6 अप्रैल, 2011

का.आ. 1022.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :-

अनुसूची

क्रम सं.	संशोधित भारतीय मानक (कों) की संख्या वर्ष और वार्षिक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
1.	आई एस 13229: 1991—जस्तीकरण के लिये जस्ता—विशिष्ट	संशोधन संख्या 3 मार्च, 2011	31-03-2011

इस संशोधन की प्रति भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

तिथि 06-07-2011

[संदर्भ : एम टी डी 9/टी-50]

पी. घोष वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

New Delhi, the 6th April, 2011

S.O. 1022.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl.No.	No. and Title of the Standards (s)	No. and Year of the amendment	Date from which the amendment shall have effect
1.	IS 13229: 1991 Zinc for galvanizing-Specification	Amendment No. 3, March, 2011	31-3-2011

Copy of this Amendment are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

Date: 06-07-2011

[Ref: MTD 9/T-50]

P. GHOSH Sc 'F' & Head (Met Engg.)

नई दिल्ली, 8 अप्रैल, 2011

का.आ. 1023.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के संशोधन के विवरण नीचे अनुसूची में दिये गए हैं वे स्थापित हो गए हैं :-

अनुसूची

क्रम सं.	संशोधित भारतीय मानक की संख्या, वर्ष और शीर्षक	संशोधन की संख्या और वर्ष	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 3309: 1992 विलेय काफी कासनी चूर्ण —विशिष्ट (दूसरा पुनरीक्षण)	संशोधन संख्या 2 वर्ष, 2007	1 अक्टूबर, 2010
2.	आई एस 3309: 1992 विलेय काफी कासनी चूर्ण —विशिष्ट (दूसरा पुनरीक्षण)	संशोधन संख्या 3 वर्ष, 2009	1 अक्टूबर, 2010

(1)	(2)	(3)	(4)
3.	आई एस 6613: 2002 एल्कोहॉलिक पेयों के लिए उदासीन स्प्रिट—विशिष्ट (पहला पुनरीक्षण)	संशोधन संख्या 1 वर्ष 2011	31 मार्च 2011
4.	आई एस 7539: 1975 कारबारिल तकनीकी की विशिष्ट	संशोधन संख्या 5 वर्ष 2010	31 अक्टूबर 2010
5.	आई एस 7976: 1976 फोरेट, तकनीकी की विशिष्ट	संशोधन संख्या 2 वर्ष 2010	01 दिसंबर 2010
6.	आई एस 10500: 1991 पीने का पानी—विशिष्ट (पहला पुनरीक्षण)	संशोधन संख्या 3 वर्ष 2010	31 जुलाई 2010
7.	आई एस 11785: 1986 केपटन (गीला पाउडर) डब्ल्यू पी की विशिष्ट	संशोधन संख्या 3 वर्ष 2011	24 फरवरी 2011
8.	आई एस 12005: 1987 डेल्टामेथरीन तकनीकी की विशिष्ट	संशोधन संख्या 3 वर्ष 2011	31 जनवरी 2011
9.	आई एस 14251: 1995 केपटन, तकनीकी — विशिष्ट	संशोधन संख्या 2 वर्ष 2011	31 जनवरी 2011

इन संशोधनों की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चेन्नई, मुम्बई, चण्डीगढ़ तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

तिथि 08 अप्रैल, 2011

[संदर्भ : एफएडी/जी-128]

डॉ. आर. के. बजाज, वैज्ञानिक 'एफ' एवं प्रमुख (खाद्य एवं कृषि)

New Delhi, the 8th April, 2011

S.O. 1023.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl.No.	No. & Year of the Indian Standards	No. and Year of the Amendment	Date of which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 3309 : 1992 Soluble Coffee-Chicory Powder—Specification (second revision)	Amendment No. 2, Year 2007	01 October 2010
2.	IS 3309 : 1992 Soluble Coffee-Chicory Powder—Specification (second revision)	Amendment No. 3, Year 2009	01 October 2010
3.	IS 6613 : 2002 Neutral spirit for alcoholic drinks—Specification (first revision)	Amendment No. 1, Year 2011	31 March 2011
4.	IS 7539 : 1975 Specification for Carbaryl, Technical	Amendment No. 5, Year 2010	31 October 2010
5.	IS 7976 : 1976 Specification for phorate, technical	Amendment No. 2, Year 2010	01 December 2010

(1)	(2)	(3)	(4)
6.	IS 10500 : 1991 Drinking Water—Specification	Amendment No. 3, Year 2010	31 July 2010
7.	IS 11785 : 1986 Specification for captain (Wettable Powder) WP	Amendment No. 3, Year 2011	24 February 2011
8.	IS 12005 : 1987 Specification for Deltamethrin, technical	Amendment No. 3, Year 2011	31 January 2011
9.	IS 14251 : 1995 Captan, technical—Specification	Amendment No. 2, Year 2011	31 January 2011

Copy of these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi- 110002 and Regional Offices : New Delhi, Kolkatta, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

Date : 8 April, 2011

[Ref: FAD/G-128]

Dr. R. K. BAJAJ, Sc 'F' & Head (Food & Agri.)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 5 अप्रैल, 2011

का.आ. 1024.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में पेट्रोलियम और प्राकृतिक गैस मंत्रालय के प्रशासनिक नियंत्रणाधीन सार्वजनिक क्षेत्र के उपक्रमों के निम्नलिखित कार्यालयों को, जिनके 80 या अधिक प्रतिशत कर्मचारी वृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

हिन्दुस्तान पेट्रोलियम कार्पोरेशन लिमिटेड

1. उत्तर मध्य अंचल, लखनऊ कार्यालय

प्लॉट नम्बर-1, नेहरू एन्क्लेव

गोमती नगर, लखनऊ-226 010

ऑयल एंड नेचुरल गैस कार्पोरेशन लिमिटेड

2. हजारी संयंत्र, नया मगदल्ला,

पो.-ओएनजीसी नगर,

सुरत-394 518

[संख्या 11011/1/2011 (हिन्दी)]

जानकी आहुजा, उप निदेशक (रा. भा.)

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 5th April, 2011

S.O. 1024.—In pursuance of Sub-Rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following offices of the Public Sector Undertakings under the administrative control of the Ministry of Petroleum & Natural Gas, in which 80 or more percent of the staff have acquired working Knowledge of Hindi :—

Hindustan Petroleum Corporation Limited

1. North-Central Zone, Lucknow Office,

Plot No.-1, Nehru Enclave,

Gomati Nagar,

Lucknow-226 010

Oil and Natural Gas Corporation Limited

2. Hazira Plant, New Magdalla,

Post-ONGC Nagar,

Surat-394 518

[No. 11011/1/2011 (Hindi)]

JANKI AHUJA, Dy. Director (OL)

नई दिल्ली, 11 अप्रैल, 2011

का.आ. 1025.—भारत सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2432(अ) तारीख 27 सितम्बर, 2010 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, मैसर्स रिलाएंस इन्डस्ट्रीज लिमिटेड के आन्ध्र प्रदेश में पूर्वी तट पर ऑनशोर टर्मिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इनफ्रास्ट्रक्चर लिमिटेड द्वारा काकीनाडा- बासुदेबपुर-हावडा ट्रंक गैस पाइपलाइन की टैप आफ फौसिलिटी, जो आन्ध्र प्रदेश में विशाखापटनम जिले के जंगुलुरु बेलापालेम गांव में स्थित है, से एक स्पंर पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी;

और, उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 28 दिसम्बर, 2010 को अथवा उससे पूर्व उपलब्ध करा दी गई थीं;

और, पाइपलाइन बिछाने के सम्बन्ध में, जनता की ओर से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और अननुज्ञात कर दिया गया;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है;

और, भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः, अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से, भारत सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त, मैसर्स रिलोजिस्टिक्स इनफ्रास्ट्रक्चर लिमिटेड में निहित होगा।

अनुसूची

मंडल/तहसील/तालुक : एस. रायवरम जिला : विशाखापटनम राज्य : आन्ध्र प्रदेश

गाँव का नाम	सर्वे सं./सब डिविजन सं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल	हेक्टेयर	एयर	वर्ग मीटर
(1)	(2)	(3)	(4)	(5)	
1. जंगुलुरु	343	00	05	00	
बेलापालेम	278	00	01	30	

(1)	(2)	(3)	(4)	(5)
1. जंगुलुरु	275	00	05	75
बेलापालेम (निरंतर)	274	00	77	68
	133	00	01	00
	134	00	03	00
	136	00	17	73
	137	00	20	66
	215	00	04	03
	213	00	09	00
	212	00	04	57
	211	00	23	66
	210	00	16	69
	209	00	18	47
	208	00	00	50
	194	00	11	12
	195	00	14	70
	191	00	32	26
	196	00	01	74
	190	00	09	07
	172	00	01	00
	173	00	24	67
	169	00	01	76
	49	00	34	68
	47	00	19	88
	46	00	17	41
	6	00	02	17
	355/2	00	00	86
	341/2	00	07	64
	277/2	00	10	27
	132/1	00	07	02
	48/1	00	10	88
	48/2	00	12	35
	341/1	00	05	39
	341/3	00	01	00

मंडल/तहसील/तालुक : रामबिल्ली जिला : विशाखापटनम राज्य : आन्ध्र प्रदेश

1. डिमेल्ला	152	00	36	75
	151	00	00	11
	155	00	58	93
	148	00	06	17
	147	00	13	13
	125	00	02	15
	158	00	01	35
	121	00	02	98
	123	00	20	07
	122	00	21	98
	192	00	05	07

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
1. डिमेला (निरंतर)	194	00	00	20	1. डिमेला (निरंतर)	485	00	14	38
	193	00	21	13		205/1ए	00	02	61
	116	00	06	71		205/1बी	00	07	32
	200	00	12	84		205/1सी	00	00	99
	201	00	47	58		205/1एफ	00	00	27
	202	00	03	35		205/2ए	00	01	31
	203	00	16	76		205/2बी	00	00	24
	204	00	14	96		207/2	00	10	94
	208	00	29	09		207/3	00	17	49
	230	00	02	00		493/6	00	01	25
	232	00	03	12	2. कटुबोलु	300	00	06	61
	231	00	09	61	3. ममिडिवाडा	258	00	05	46
	228	00	25	19		242/1	00	13	48
	224	00	13	42		242/2	00	17	93
	226	00	33	73		241/3	00	01	44
	225	00	02	98		243/1	00	07	36
	386	00	01	74		243/2	00	00	10
	384	00	23	87		244/8	00	15	37
	387	00	17	24		244/6	00	00	40
	383	00	04	76		264/1	00	06	72
	388	00	12	57		264/2	00	02	96
	382	00	03	51		260/13	00	05	27
	379	00	12	61		260/14	00	09	58
	381	00	02	32		260/12	00	07	44
	380	00	22	94		260/9	00	01	15
	374	00	03	11		260/10	00	05	42
	540	00	04	58		260/11	00	02	89
	534	00	05	40		260/5	00	04	40
	537	00	14	61		261/6	00	01	77
	536	00	10	12		261/1	00	07	84
	535	00	01	19		261/5	00	11	51
	538	00	00	20		261/4	00	00	24
	519	00	29	34		219/2	00	00	50
	518	00	03	44		219/8	00	08	36
	517	00	09	34		219/9	00	04	19
	542	00	02	91		219/7	00	04	04
	543	00	09	38	4. पंचादरला	271	00	02	70
	544	00	08	19		272	00	00	20
	545	00	06	06		268	00	02	12
	490	00	01	98		177	00	04	46
	489	00	07	50		182	00	10	51
	491	00	13	08		183	00	08	11
	488	00	11	81		152	00	23	01
	487	00	00	77		30	00	01	75
	486	00	08	64		129	00	03	85
						107	00	08	95

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
4. पंचादरला (निरंतर)	103	00	00	20	4. पंचादरला (निरंतर)	134/1	00	04	71
	102	00	25	66		134/3	00	01	12
	101	00	33	12		143/11	00	02	41
	275/3	00	05	30		144/2	00	10	47
	275/2	00	10	85		144/3	00	17	72
	275/1	00	01	06		145/5	00	00	43
	274/6	00	01	88		145/4	00	04	69
	274/3	00	00	10		145/3	00	17	72
	274/2	00	05	41		145/2	00	12	23
	274/1	00	17	85		150/4	00	01	06
	269/1	00	14	28		150/1	00	01	07
	176/2	00	08	66		151/1	00	06	66
	176/3	00	25	69		153/3	00	12	49
	175/2	00	10	60		29/1ए	00	52	62
	175/6	00	05	60		106/4	00	00	65
	185/2	00	00	10		109/2	00	30	45
	185/1	00	05	58		109/1	00	17	20
	185/21	00	00	48		108/1	00	15	11
	185/22	00	05	52		108/2	00	09	64
	185/31	00	00	10		104/2	00	10	55
	185/28	00	01	52		104/3	00	29	51
	185/27	00	02	30		115/1	00	12	61
	185/26	00	00	62		115/3	00	04	93
	185/25	00	03	94		115/2	00	13	66
	185/24	00	01	91		143/12	00	07	55
	185/23	00	00	47		117/1	00	02	15
	186/1	00	03	72	5. हरिपुरम	95	00	14	15
	135/18	00	01	65		94	00	05	67
	135/4	00	00	10		96	00	00	20
	135/5	00	00	91		91	00	00	20
	135/6	00	05	22		129	00	02	28
	135/7	00	02	04		131	00	02	49
	135/8	00	04	08		54	00	02	57
	135/10	00	02	66		70	00	05	99
	135/9	00	07	37		93/2ए	00	00	99
	135/14	00	00	58		93/2बी	00	01	00
	136/10	00	00	24		93/2सी	00	02	05
	136/13	00	01	21		93/4सी	00	03	99
	136/14	00	04	41		93/4डी	00	03	62
	136/15	00	07	27		93/4ई	00	00	10
	136/16	00	00	10		93/4एफ	00	00	50
	142/6	00	00	40		93/4जी	00	03	64
	142/7	00	09	15		93/4एच	00	02	17
	142/11	00	01	43		93/6ए	00	10	21
	142/12	00	05	05		93/6बी	00	00	46
	134/2	00	00	10		93/1	00	12	20

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
1. वेदुरुवाडा	182/10ए	00	00	23	1. वेदुरुवाडा	97/2पी	00	01	30
(निरंतर)	183/1ई	00	00	10	(निरंतर)	97/2यै	00	02	28
	183/1ए	00	04	13		97/2के	00	16	19
	183/1बी	00	01	74		96/13	00	00	10
	183/2	00	01	57		96/12	00	08	70
	176/6	00	10	06		96/11	00	01	82
	176/16	00	01	10		96/10	00	03	83
	176/15	00	06	25		96/5	00	02	19
	176/14	00	06	89		95/1	00	03	72
	176/11	00	00	36		90/1	00	06	00
	176/12	00	03	62		90/2	00	09	11
	176/13	00	06	55		91/1	00	08	96
	175/3	00	02	96		93/4	00	10	32
	175/4	00	02	06		106/2	00	11	00
	175/5डी	00	01	29		106/4	00	02	75
	175/5सी	00	04	60		106/5	00	03	24
	175/5ई	00	04	05		106/3	00	02	02
	175/5एफ	00	03	93	2. दुप्पीतुरू	468	00	10	68
	175/5आई	00	08	11		469	00	05	21
	175/5जे	00	06	10		432	00	24	65
	170/1	00	00	42		434	00	01	95
	170/2ए	00	00	20		427	00	16	34
	172/27	00	13	92		43	00	06	19
	172/26	00	00	10		51	01	79	68
	172/15	00	04	56		466	00	00	96
	172/28	00	03	56		464	00	00	31
	167/8	00	01	04		465	00	18	07
	167/7बी	00	12	76		460	00	16	37
	167/7ए	00	01	73		470	00	00	14
	167/7सी	00	03	34		471	00	24	93
	167/6बी	00	02	56		473	00	01	24
	167/6ए	00	03	29		472	00	22	50
	167/5	00	02	40		475	00	77	11
	167/4	00	03	42		37	00	06	50
	167/3	00	04	02		40	00	39	68
	167/2बी	00	03	51		41	00	06	11
	167/1बी	00	04	68		42	00	35	42
	167/1ए	00	01	38		46	00	27	38
	166/12	00	07	58		455/1	00	02	59
	166/11	00	01	38		454/1ए	00	02	30
	166/10	00	00	10		454/1एए	00	10	71
	125/1	00	20	44		454/1ई	00	06	01
	125/2	00	00	48		454/1ईई	00	02	25
	125/3	00	00	53		454/2ए	00	00	10
	100/2	00	20	27		456/3जे	00	05	54
	97/2क्यू	00	08	94		456/3सी	00	00	10

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
2. दुप्पीतुरू (निरंतर)	456/3आई	00	00	11	3. भोगापुरम (निरंतर)	48	00	34	00
	456/3के	00	01	53		38	00	01	78
	461/3बी	00	03	28		46	00	00	57
	461/3ए	00	00	10		39	00	01	95
	461/3सी	00	03	06		40	00	13	73
	461/3डी	00	02	51		41	00	24	80
	461/3ई	00	06	20		43	00	02	02
	461/8सी	00	00	33	4. मदितुरू	43	00	05	96
	461/3जी	00	03	11		38	00	68	99
	461/3एच	00	00	25		478	00	15	68
	461/8जी	00	04	84		120	00	38	31
	461/8एफ	00	00	86		116	00	15	82
	461/8आई	00	02	16		118	00	17	92
	461/8एच	00	02	61		117	00	03	58
	461/8जे	00	00	10		113	00	06	34
	463/1ए	00	16	90		140	00	31	90
	463/1बी	00	10	56		142	00	16	84
	463/1सी	00	01	96		143	00	07	09
	463/1डी	00	03	55		109	00	03	56
	463/2	00	24	07		307	00	27	20
	467/3	00	04	71		305	00	03	12
	467/2	00	05	06		304	00	23	32
	467/6	00	10	20		303	00	44	76
	441/1	00	01	83		422	00	09	39
	425/4	00	17	33		428	00	18	58
	425/3	00	09	48		429	00	29	03
	425/2	00	02	93		430	00	25	68
	424/1ए	00	00	18		431	00	16	17
	426/4	00	24	64		451	00	35	20
	428/4	00	03	77		443	00	07	74
	399/1ए	00	01	38		441	00	06	83
	44/1सी	00	12	81		445	00	33	90
	44/1डी	00	09	77		440	00	00	47
	44/1बी	00	00	10		447	00	02	00
	44/1ई	00	09	60		40/2	00	02	30
3. भोगापुरम	92	00	18	40		40/3	00	13	86
	91	00	41	60		39/2	00	06	37
	87	00	08	87		39/1	00	08	00
	93	00	07	77		114/1	00	00	67
	86	00	14	19		114/2	00	05	70
	85	00	26	21		114/3	00	00	10
	82	00	52	99		112/1	00	05	16
	79	00	00	39		112/2	00	00	51
	78	00	01	46		306/1	00	38	49
	77	00	05	78		306/2	00	00	39
	75	00	03	28		288/2	00	21	42

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
4. मदिदुरु (निरंतर)	297/1	00	09	50	6. रविपालेम	91/5डी	00	06	90
	297/4	00	11	14	(निरंतर)	91/5ई	00	05	63
	297/5	00	10	00		94/2बी	00	01	79
	423/1	00	28	46		94/2ए	00	07	78
	423/2	00	02	85		94/2सी	00	04	91
5. दोसुरु	152	00	01	08		94/2डी	00	00	17
	151	00	04	98		94/2एफ	00	02	26
	134	00	18	50		94/2ई	00	04	60
	135	00	06	19		94/3	00	11	44
	127	00	10	90		94/4जी	00	00	58
	245	00	00	93		94/4एफ	00	02	00
	280	00	57	13		94/4ई	00	04	03
	153/10	00	13	46		94/4डी	00	02	51
	153/11	00	19	96		94/4बी	00	00	10
	150/1	00	17	03		94/4सी	00	01	01
	141/1	00	14	17		94/5सी	00	00	25
	141/2	00	02	00		94/5बी	00	02	40
	141/3	00	08	42		94/5ए	00	02	87
	139/2	00	11	62		94/6ए	00	01	08
	136/1	00	40	22		94/6बी	00	01	08
	130/4	00	11	58		94/1	00	01	68
	130/3	00	03	44		103/1	00	00	10
	129/4	00	08	81		103/2	00	00	63
	128/3	00	17	60		77/2	00	29	29
	128/2	00	10	40		77/1	00	08	89
	108/1	00	04	09		75/4	00	13	29
	106/2	00	15	37		68/14	00	02	55
	106/1	00	06	64		68/15	00	01	30
	107/1	00	00	15		68/16	00	00	79
	110/4	00	15	79		68/17	00	00	10
	105/1	00	00	46		68/18	00	08	34
	105/2	00	05	87		68/12	00	03	46
	105/3	00	07	24		68/3	00	03	91
6. रविपालेम	48	00	32	55		68/11	00	01	64
	96	00	29	46		68/4	00	00	71
	93	00	05	36		68/10	00	04	32
	104	00	12	37		68/8	00	01	73
	76	00	23	21		68/9	00	06	62
	69	00	29	33		68/7	00	00	10
	45/5	00	07	37	7. नदिमपल्ली	77	00	66	72
	45/4सी	00	01	96		80	00	16	42
	45/4डी	00	05	34		82	00	42	97
	45/4ई	00	00	11		5	00	26	38
	45/3	00	06	46		83/12	00	02	45
	45/2	00	02	20		83/8	00	03	55
	91/6	00	06	85		83/2ए	00	10	16

(1)	(2)	(3)	(4)	(5)
7. नदिमपल्ली (निरंतर)	83/1 1/2 1/1	00 00 00	20 15 21	59 45 23
8. गंगामंवापुरम	2	00	58	16
मंडल/तहसील/तालुक : परवाडा		जिला : विशाखापट्टनम		
राज्य : आन्ध्र प्रदेश				
1. पेन्टासीमाबोनांगी	10 18/6	00 00	52 08	65 02
2. कलपाका	3 4 6 27 2/1 8/8 8/9 8/25	00 00 01 00 00 00 00 00	08 50 88 00 17 06 04 09	83 02 90 99 01 27 27 36
मंडल/तहसील/तालुक : पेदागंतयाडा		जिला : विशाखापट्टनम		
राज्य : आन्ध्र प्रदेश				
1. देवाडा	10 4 37 38 35 40 51 2/1 2/2 2/4 3/1 27/1 34/2 34/3 34/4 34/5 34/1 49/1 49/3 49/4 49/9 49/10 49/11 49/12 50/3 50/4 50/6	00 00	02 06 96 26 13 10 20 38 13 29 30 00 04 01 01 00 37 03 01 15 02 02 01 02 04 04 04	62 39 49 38 70 53 31 38 77 57 00 44 05 73 06 24 24 72 08 21 15 18 71 86 58 72 38

(1)	(2)	(3)	(4)	(5)
1. देवाडा (निरंतर)	50/9 50/11 50/12 50/13 50/1 53/1	00 00 00 00 00 00	03 03 05 01 00 07	28 55 62 76 68 19

[फा. सं. एल-14014/48/2010-जी.पी.]

के. के. शर्मा, अवर सचिव

New Delhi, the 11th April, 2011

S.O. 1025.—Whereas by notification of Government of India in Ministry of Petroleum and Natural Gas number S.O. 2432(E) dated 27th September, 2010, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), Government of India declared its intention to acquire the Right of User in the land, specified in the Schedule appended to that notification for the purpose of laying a spur pipeline from the tap-off facility of Kakinada—Basudebpur—Howrah trunk gas pipeline at Janguluru Velampalem village in Visakhapatnam District of the State of Andhra Pradesh for transportation of natural gas from onshore terminal at East Coast of Andhra Pradesh of M/s. Reliance Industries Limited by M/s. Relogistics Infrastructure Limited to consumers in various parts of the country;

And whereas, the copies of the said Gazette notification were made available to the public on or before 28th December, 2010;

And whereas, the objections received from the public to the laying of the pipeline have been considered and disallowed by the Competent Authority;

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government of India;

And whereas, Government of India, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Government of India hereby declares that the Right of User in the land, specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in Government of India, vest on the date of publication of the declaration, in M/s. Relogistics Infrastructure Limited, free from all encumbrances.

SCHEDULE					(1)	(2)	(3)	(4)	(5)
Mandal/Tehsil/Taluk : S. Rayavaram					1. Dimela (Contd.)				
District : Visakhapatnam State : Andhra Pradesh						155	00	58	93
Village	Survey No./ Sub-Division No.	Area to be acquired for RoU				148	00	06	17
						147	00	13	13
		Hec	Are	C-Are		125	00	02	15
(1)	(2)	(3)	(4)	(5)		158	00	01	35
1. Janguluru	343	00	05	00		121	00	02	98
Velampalem	278	00	01	30		123	00	20	07
	275	00	05	75		122	00	21	98
	274	00	77	68		192	00	05	07
	133	00	01	00		194	00	00	20
	134	00	03	00		193	00	21	13
	136	00	17	73		116	00	06	71
	137	00	20	66		200	00	12	84
	215	00	04	03		201	00	47	58
	213	00	09	00		202	00	03	35
	212	00	04	57		203	00	16	76
	211	00	23	66		204	00	14	96
	210	00	16	69		208	00	29	09
	209	00	18	47		230	00	02	00
	208	00	00	50		232	00	03	12
	194	00	11	12		231	00	09	61
	195	00	14	70		228	00	25	19
	191	00	32	26		224	00	13	42
	196	00	01	74		226	00	33	73
	190	00	09	07		225	00	02	98
	172	00	01	00		386	00	01	74
	173	00	24	67		384	00	23	87
	169	00	01	76		387	00	17	24
	49	00	34	68		383	00	04	76
	47	00	19	88		388	00	12	57
	46	00	17	41		382	00	03	51
	6	00	02	17		379	00	12	61
	355/2	00	00	86		381	00	02	32
	341/2	00	07	64		380	00	22	94
	277/2	00	10	27		374	00	03	11
	132/1	00	07	02		540	00	04	58
	48/1	00	10	88		534	00	05	40
	48/2	00	12	35		537	00	14	61
	341/1	00	05	39		536	00	10	12
	341/3	00	01	00		535	00	01	19
Mandal/Tehsil/Taluk : Rambilli						538	00	00	20
District : Visakhapatnam State : Andhra Pradesh						519	00	29	34
1. Dimela	152	00	36	75		518	00	03	44
	151	00	00	11					

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
1. Dimela (Contd.)	517	00	09	34	4. Panchadarla	271	00	02	70
	542	00	02	91		272	00	00	20
	543	00	09	38		268	00	02	12
	544	00	08	19		177	00	04	46
	545	00	06	06		182	00	10	51
	490	00	01	98		183	00	08	11
	489	00	07	50		152	00	23	01
	491	00	13	08		30	00	01	75
	488	00	11	81		129	00	03	85
	487	00	00	77		107	00	08	95
	486	00	08	64		103	00	00	20
	485	00	14	38		102	00	25	66
	205/1A	00	02	61		101	00	33	12
	205/1B	00	07	32		275/3	00	05	30
	205/1C	00	00	99		275/2	00	10	85
	205/1F	00	00	27		275/1	00	01	06
	205/2A	00	01	31		274/6	00	01	88
	205/2B	00	00	24		274/3	00	00	10
	207/2	00	10	94		274/2	00	05	41
	207/3	00	17	49		274/1	00	17	85
	493/6	00	01	25		269/1	00	14	28
2. Kattubolu	300	00	06	61		176/2	00	08	66
3. Mamidivada	258	00	05	46		176/3	00	25	69
	242/1	00	13	48		175/2	00	10	60
	242/2	00	17	93		175/6	00	05	60
	241/3	00	01	44		185/2	00	00	10
	243/1	00	07	36		185/1	00	05	58
	243/2	00	00	10		185/21	00	00	48
	244/8	00	15	37		185/22	00	05	52
	244/6	00	00	40		185/31	00	00	10
	264/1	00	06	72		185/28	00	01	52
	264/2	00	02	96		185/27	00	02	30
	260/13	00	05	27		185/26	00	00	62
	260/14	00	09	58		185/25	00	03	94
	260/12	00	07	44		185/24	00	01	91
	260/9	00	01	15		185/23	00	00	47
	260/10	00	05	42		186/1	00	03	72
	260/11	00	02	89		135/18	00	01	65
	260/5	00	04	40		135/4	00	00	10
	261/6	00	01	77		135/5	00	00	91
	261/1	00	07	84		135/6	00	05	22
	261/5	00	11	51		135/7	00	02	04
	261/4	00	00	24		135/8	00	04	08
	219/2	00	00	50		135/10	00	02	66
	219/8	00	08	36		135/9	00	07	37
	219/9	00	04	19		135/14	00	00	58
	219/7	00	04	04					

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
4. Panchadarla	136/10	00	00	24	5. Haripuram	93/2C	00	02	05
(Contd.)	136/13	00	01	21	(Contd.)	93/4C	00	03	99
	136/14	00	04	41		93/4D	00	03	62
	136/15	00	07	27		93/4E	00	00	10
	136/16	00	00	10		93/4F	00	00	50
	142/6	00	00	40		93/4G	00	03	64
	142/7	00	09	15		93/4H	00	02	17
	142/11	00	01	43		93/6A	00	10	21
	142/12	00	05	05		93/6B	00	00	46
	134/2	00	00	10		93/1	00	12	20
	134/1	00	04	71		93/7 A	00	03	75
	134/3	00	01	12		130/2	00	08	54
	143/11	00	02	41		130/1	00	06	22
	144/2	00	10	47		92/1A	00	00	20
	144/3	00	17	72		128/4	00	10	26
	145/5	00	00	43		128/5	00	08	18
	145/4	00	04	69		128/3A	00	03	46
	145/3	00	17	72		128/3B	00	03	07
	145/2	00	12	23		128/3D	00	02	93
	150/4	00	01	06		128/3E	00	03	71
	150/1	00	01	07		128/3G	00	03	68
	151/1	00	06	66		128/2M	00	03	01
	153/3	00	12	49		128/2K	00	03	79
	29/1A	00	52	62		128/2I	00	03	89
	106/4	00	00	65		128/2J	00	00	11
	109/2	00	30	45		128/2F	00	01	33
	109/1	00	17	20		128/2G	00	02	20
	108/1	00	15	11		128/2D	00	00	10
	108/2	00	09	64		128/2E	00	05	26
	104/2	00	10	55		128/2C	00	05	05
	104/3	00	29	51		57/4	00	00	10
	115/1	00	12	61		57/5A	00	06	76
	115/3	00	04	93		57/5B	00	04	91
	115/2	00	13	66		57/5C	00	02	79
	143/12	00	07	55		57/5D	00	00	10
	117/1	00	02	15		57/6	00	02	18
5. Haripuram	95	00	14	15		66/1	00	01	62
	94	00	05	67		66/2A	00	02	03
	96	00	00	20		66/2B	00	00	96
	91	00	00	20		66/3B	00	00	63
	129	00	02	28		65/12	00	01	51
	131	00	02	49		65/11	00	05	07
	54	00	02	57		65/10	00	02	43
	70	00	05	99		65/8	00	04	33
	93/2A	00	00	99		65/7	00	03	11
	93/2B	00	01	00		65/6	00	00	67

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
5. Haripuram	65/2	00	00	99	1. Veduravada	182/8A	00	16	15
(Contd.)	65/3	00	05	31	(Contd.)	182/8B	00	01	94
	65/4	00	04	06		182/8E	00	00	88
	65/9	00	00	20		182/8F	00	00	10
	58/3A	00	00	16		182/10F	00	13	81
	58/2	00	04	27		182/10E	00	03	34
	58/1E	00	00	99		182/10D	00	04	41
	58/1D	00	06	15		182/10C	00	00	10
	58/1C	00	00	76		182/10B	00	07	89
	53/5	00	04	58		182/10A	00	00	23
	53/6	00	04	97		183/1E	00	00	10
	53/9	00	04	36		183/1A	00	04	13
	53/8	00	00	45		183/1B	00	01	74
	53/11	00	04	58		183/2	00	01	57
	53/13	00	00	23		176/6	00	10	06
	53/14	00	04	86		176/16	00	01	10
	53/15	00	10	17		176/15	00	06	25
	53/21	00	00	42		176/14	00	06	89
	53/16	00	03	51		176/11	00	00	36
	53/17	00	00	21		176/12	00	03	62
	52/2F	00	00	10		176/13	00	06	55
	52/2G	00	02	05		175/3	00	02	96
	52/2H	00	08	40		175/4	00	02	06
	52/3A	00	00	10		175/5D	00	01	29
	52/3B	00	11	17		175/5C	00	04	60
	52/3C	00	00	18		175/5E	00	04	05
	52/3F	00	04	59		175/5F	00	03	93
Mandal/Tehsil/Taluk : Atchutapuram						175/5I	00	08	11
District : Vishakapatnam						175/5J	00	06	10
State : Andhra Pradesh						170/1	00	00	42
1. Veduravada	191	00	11	75		170/2A	00	00	20
	173	00	01	11		172/27	00	13	92
	171	00	01	08		172/26	00	00	10
	126	00	02	73		172/15	00	04	56
	101	00	05	29		172/28	00	03	56
	94	00	40	31		167/8	00	01	04
	109	00	05	38		167/7B	00	12	76
	108	00	56	76		167/7A	00	01	73
	201/2	00	24	27		167/7C	00	03	34
	200/2	00	41	23		167/6B	00	02	56
	195/1A	00	03	91		167/6A	00	03	29
	195/1B	00	00	10		167/5	00	02	40
	181/6	00	01	22		167/4	00	03	42
	181/15	00	01	47		167/3	00	04	02
	193/2	00	00	90		167/2B	00	03	51
	182/6	00	08	71		167/1B	00	04	68
	182/5	00	00	61					

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
1. Veduravada	167/1A	00	01	38	2. Duppiturru	46	00	27	38
(Contd.)	166/12	00	07	58	(Contd.)	455/1	00	02	59
	166/11	00	01	38		454/1A	00	02	30
	166/10	00	00	10		454/1AA	00	10	71
	125/1	00	20	44		454/1E	00	06	01
	125/2	00	00	48		454/1EE	00	02	25
	125/3	00	00	53		454/2A	00	00	10
	100/2	00	20	27		456/3J	00	05	54
	97/2Q	00	08	94		456/3C	00	00	10
	97/2P	00	01	30		456/3I	00	00	11
	97/2T	00	02	28		456/3K	00	01	53
	97/2K	00	16	19		461/3B	00	03	28
	96/13	00	00	10		461/3A	00	00	10
	96/12	00	08	70		461/3C	00	03	06
	96/11	00	01	82		461/3D	00	02	51
	96/10	00	03	83		461/3E	00	06	20
	96/5	00	02	19		461/8C	00	00	33
	95/1	00	03	72		461/3G	00	03	11
	90/1	00	06	00		461/3H	00	00	25
	90/2	00	09	11		461/8G	00	04	84
	91/1	00	08	96		461/8F	00	00	86
	93/4	00	10	32		461/8I	00	02	16
	106/2	00	11	00		461/8H	00	02	61
	106/4	00	02	75		461/8J	00	00	10
	106/5	00	03	24		463/1A	00	16	90
	106/3	00	02	02		463/1B	00	10	56
2. Duppiturru	468	00	10	68		463/1C	00	01	96
	469	00	05	21		463/1D	00	03	55
	432	00	24	65		463/2	00	24	07
	434	00	01	95		467/3	00	04	71
	427	00	16	34		467/2	00	05	06
	43	00	06	19		467/6	00	10	20
	51	01	79	68		441/1	00	01	83
	466	00	00	96		425/4	00	17	33
	464	00	00	31		425/3	00	09	48
	465	00	18	07		425/2	00	02	93
	460	00	16	37		424/1A	00	00	18
	470	00	00	14		426/4	00	24	64
	471	00	24	93		428/4	00	03	77
	473	00	01	24		399/1A	00	01	38
	472	00	22	50		44/1C	00	12	81
	475	00	77	11		44/1D	00	09	77
	37	00	06	50		44/1B	00	00	10
	40	00	39	68		44/1E	00	09	60
	41	00	06	11					
	42	00	35	42					

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
3. Bhogapuram	92	00	18	40	4. Madituru	114/2	00	05	70
	91	00	41	60	(Contd.)	114/3	00	00	10
	87	00	08	87		112/1	00	05	16
	93	00	07	77		112/2	00	00	51
	86	00	14	19		306/1	00	38	49
	85	00	26	21		306/2	00	00	39
	82	00	52	99		288/2	00	21	42
	79	00	00	39		297/1	00	09	50
	78	00	01	46		297/4	00	11	14
	77	00	05	78		297/5	00	10	00
	75	00	03	28		423/1	00	28	46
	48	00	34	00		423/2	00	02	85
	38	00	01	78	5. Dosuru	152	00	01	08
	46	00	00	57		151	00	04	98
	39	00	01	95		134	00	18	50
	40	00	13	73		135	00	06	19
	41	00	24	80		127	00	10	90
	43	00	02	02		245	00	00	93
4. Madituru	43	00	05	96		280	00	57	13
	38	00	68	99		153/10	00	13	46
	478	00	15	68		153/11	00	19	96
	120	00	38	31		150/1	00	17	03
	116	00	15	82		141/1	00	14	17
	118	00	17	92		141/2	00	02	00
	117	00	03	58		141/3	00	08	42
	113	00	06	34		139/2	00	11	62
	140	00	31	90		136/1	00	40	22
	142	00	16	84		130/4	00	11	58
	143	00	07	09		130/3	00	03	44
	109	00	03	56		129/4	00	08	81
	307	00	27	20		128/3	00	17	60
	305	00	03	12		128/2	00	10	40
	304	00	23	32		108/1	00	04	09
	303	00	44	76		106/2	00	15	37
	422	00	09	39		106/1	00	06	64
	428	00	18	58		107/1	00	00	15
	429	00	29	03		110/4	00	15	79
	430	00	25	68		105/1	00	00	46
	431	00	16	17		105/2	00	05	87
	451	00	35	20		105/3	00	07	24
	443	00	07	74	6. Ravipalem	48	00	32	55
	441	00	06	83		96	00	29	46
	445	00	33	90		93	00	05	36
	440	00	00	47		104	00	12	37
	447	00	02	00		76	00	23	21
	40/2	00	02	30		69	00	29	33
	40/3	00	13	86		45/5	00	07	37
	39/2	00	06	37		45/4C	00	01	96
	39/1	00	08	00		45/4D	00	05	34
	114/1	00	00	67		45/4E	00	00	11

(1)	(2)	(3)	(4)	(5)
6. Ravipalem	45/3	00	06	46
(Contd.)	45/2	00	02	20
	91/6	00	06	85
	91/5D	00	06	90
	91/5E	00	05	63
	94/2B	00	01	79
	94/2A	00	07	78
	94/2C	00	04	91
	94/2D	00	00	17
	94/2F	00	02	26
	94/2E	00	04	60
	94/3	00	11	44
	94/4G	00	00	58
	94/4F	00	02	00
	94/4E	00	04	03
	94/4D	00	02	51
	94/4B	00	00	10
	94/4C	00	01	01
	94/5C	00	00	25
	94/5B	00	02	40
	94/5A	00	02	87
	94/6A	00	01	08
	94/6B	00	01	08
	94/1	00	01	68
	103/1	00	00	10
	103/2	00	00	63
	77/2	00	29	29
	77/1	00	08	89
	75/4	00	13	29
	68/14	00	02	55
	68/15	00	01	30
	68/16	00	00	79
	68/17	00	00	10
	68/18	00	08	34
	68/12	00	03	46
	68/3	00	03	91
	68/11	00	01	64
	68/4	00	00	71
	68/10	00	04	32
	68/8	00	01	73
	68/9	00	06	62
	68/7	00	00	10
7. Nadimpalli	77	00	66	72
	80	00	16	42
	82	00	42	97
	5	00	26	38
	83/12	00	02	45
	83/8	00	03	55
	83/2A	00	10	16
	83/1	00	20	59
	1/2	00	15	45
	1/1	00	21	23

(1)	(2)	(3)	(4)	(5)
8. Gangamambapuram	2	00	58	16
Mandal/Tehsil/Taluk : Paravada				
District : Vishakapatnam		State : Andhra Pradesh		
1. Pentasimabonangi	10	00	52	65
	18/6	00	08	02
2. Kalapaka	3	00	08	83
	4	00	50	02
	6	01	88	90
	27	00	00	99
	2/1	00	17	01
	8/8	00	06	27
	8/9	00	04	27
	8/25	00	09	36
Mandal/Tehsil/Taluk : Pedagantyada				
District : Vishakapatnam		State : Andhra Pradesh		
1. Devada	10	00	02	62
	4	00	06	39
	37	00	96	49
	38	00	26	38
	35	00	13	70
	40	00	10	53
	51	00	20	31
	2/1	00	38	38
	2/2	00	13	77
	2/4	00	29	57
	3/1	00	30	00
	27/1	00	00	44
	34/2	00	04	05
	34/3	00	01	73
	34/4	00	01	06
	34/5	00	00	24
	34/1	00	37	24
	49/1	00	03	72
	49/3	00	01	08
	49/4	00	15	21
	49/9	00	02	15
	49/10	00	02	18
	49/11	00	01	71
	49/12	00	02	86
	50/3	00	04	58
	50/4	00	04	72
	50/6	00	04	38
	50/9	00	03	28
	50/11	00	03	55
	50/12	00	05	62
	50/13	00	01	76
	50/1	00	00	68
	53/1	00	07	19

[F.No. L-14014/48/2010-GP.]
K. K. SHARMA, Under Secy.

नई दिल्ली, 14 अप्रैल, 2011

का.आ. 1026.—भारत सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 3090 तारीख 30 अक्टूबर, 2009 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, मैसर्स रिलाएंस इन्डस्ट्रीज लिमिटेड के आन्ध्र प्रदेश में पूर्वी तट पर काकीनाडा स्थित अपतटीय गैस प्रसंस्करण टर्मिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा विजयवाडा - नेल्लोर - चेन्नई गैस पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 7 अगस्त, 2010 को अथवा उससे पूर्व उपलब्ध करा दी गई थी ;

और, पाइपलाइन बिछाने के सम्बन्ध में, जनता की ओर से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और अननुज्ञात कर दिया गया;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है ;

और, भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिर्दिष्ट किया है ;

अतः, अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से भारत सरकार में निहित होने के बजाए, सभी विल्लिंगामों से मुक्त, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड में निहित होगा ।

अनुसूची

मंडल/तहसील/तालुक	जिला : प्रकाशम	राज्य : आंध्र प्रदेश
क्रम गांव का सं. नाम	सर्वे सं/सब डिविजन सं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल हेक्टेयर एयर सि. एयर
(1)	(2)	(3) (4) (5)
1- मट्टीगुन्टा	77	00 01 55
	100	00 02 99

(1)	(2)	(3)	(4)	(5)
1. मट्टीगुन्टा	101	00	01	35
(निरंतर)	153	00	11	51
	227	00	20	30
	228	00	04	24
	229	00	54	94
	240	00	07	72
	70/21	00	09	47
	70/20	00	07	80
	70/14	00	20	29
	70/13	00	00	53
	71/4ए	00	15	63
	76/1	00	39	70
	78/1	00	00	10
	79/2	00	38	39
	79/1	00	13	48
	92/1सी	00	00	30
	92/2सी	00	00	36
	93/1	00	31	89
	94/2	00	31	81
	94/3	00	05	83
	94/1	00	02	04
	95/3	00	24	96
	95/2	00	16	14
	99/3	00	30	08
	102/1	00	00	73
	102/2	00	00	70
	140/3	00	35	47
	141/14	00	01	32
	141/13	00	02	14
	141/6	00	04	80
	141/5	00	04	29
	141/4	00	08	83
	141/2	00	05	77
	144/11	00	00	84
	144/12	00	01	43
	144/14	00	03	08
	144/15	00	02	86
	144/24	00	01	41
	144/25	00	06	80
	144/26	00	02	20
	144/27	00	07	51
	144/38	00	06	39
	144/3	00	07	76

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
1. मटटीगुन्दा	144/44	00	08	00	2. उप्पुगुन्दूर	252/1बी	00	02	60
(निरंतर)	144/45	00	04	23	(निरंतर)	254/5	00	32	31
	145/1बी	00	15	44		254/7	00	00	22
	145/1सी	00	02	31		254/8	00	08	18
	145/16	00	00	22		254/9	00	07	89
	145/14	00	10	07		254/13	00	15	58
	145/15	00	03	28		254/19	00	13	54
	145/13	00	03	46		265/6	00	07	08
	154/1ए	00	18	19		265/5बी	00	21	61
	154/1ए2	00	00	10		265/5सी	00	19	65
	154/2बी	00	02	33		265/5डी	00	05	07
	230/1	00	11	53		265/5ई	00	16	44
	230/2	00	51	46		265/3ए	00	37	65
	238/4	00	00	17		265/1ए	00	15	74
	238/3	00	25	96		265/1बी	00	13	64
	238/2	00	09	19		265/1सी	00	12	53
	239/1	00	14	84		266/1बी	00	00	22
	239/4	00	25	19		267/1	00	00	66
	239/3	00	08	06		267/2	00	01	28
	241/2	00	05	22		283/10	00	69	72
	241/5	00	11	38		284/3	00	17	08
	241/6	00	26	10		286/1/ए	00	02	07
	241/7बी1	00	04	16		286/2	00	02	73
	241/1	00	00	76		288/3	00	27	19
	241/7ए	00	02	33		288/4	00	10	74
2. उप्पुगुन्दूर	272	00	12	90		288/7	00	07	83
	285	00	11	74		288/8	00	04	50
	287	00	09	55		288/9	00	02	19
	307	00	06	36		291/1	00	15	83
	गट नंबर 307 में नाला	00	02	05		291/2	00	02	86
	गट नंबर 320 में रास्ता	00	07	34		312/1ए	00	19	36
	324	00	06	26		312/1/बी	00	13	01
	327	00	03	00		312/1/ई	00	14	40
	331	00	13	05		312/2/सी	00	19	71
	369	00	04	85		312/3/ए	00	20	20
	373	00	59	09		312/3/बी	00	12	64
	397	00	37	21		312/3/सी	00	05	70
	गट नंबर 425 में नाला	00	05	33		317/1ए	00	08	56
	427	00	16	88		317/2बी	00	13	14
	452	00	38	67		317/1सी	00	04	13
	453	00	19	14		317/2डी	00	06	11
	454	00	03	48		317/2सी	00	04	85
	252/बी2	00	21	78					
	252/1ए3	00	21	69					

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
6. रापरला	4/1	00	09	29	7. अम्मनब्रोला	62/2	00	46	61
	4/2	00	12	55	(निरंतर)	62/1	00	32	18
	72/2	00	08	61		451/1	00	30	94
	72/3	00	10	91	8. विरुक्कुमलपड	182	00	00	64
	74/1	00	18	56		198	00	48	13
	74/2	00	18	81		199	00	23	90
	75/4	00	07	47		200	00	27	79
	75/6	00	19	67	मंडल/तेहसील/ जिला : प्रकाशम राज्य : आंध्र प्रदेश				
	75/7	00	10	54	तालुक : ओनोल				
7. अम्मनब्रोला	47	00	66	75	1. करवदि	120	01	16	60
	53	00	57	73		126	00	03	82
	54	00	31	06		128	00	05	74
	55	00	13	23		129	00	04	58
	56	00	04	05		गट नंबर 130 में रास्ता	00	13	18
	57	00	72	99		131	00	13	84
	60	00	54	51		गट नंबर 184 में रास्ता	00	07	49
	61	00	05	00		196	00	05	51
	66	01	47	16		197	00	02	77
	84	00	00	65		439	00	26	75
	378	01	13	77		440	00	05	75
	382	00	06	73		456/ए	00	00	62
	383	00	27	28		गट नं. 456/बी में रेलवे ट्रैक	00	16	51
	384	00	37	44		462	00	00	17
	388	00	31	39		467	00	02	05
	389	00	48	84		496	00	60	89
	397	00	11	28		623	00	25	61
	398	00	80	45		गट नं. 624/बी में रेलवे ट्रैक	00	02	92
	399	01	28	30		630/बी	00	19	89
	400	00	04	48		गट नंबर 639 में रास्ता	00	07	01
	402	00	08	67		गट नं. 737 में गुंडलाकम्मा नदी	00	43	53
	403	00	22	04		119/1	00	07	04
	404	00	13	50		119/2	00	00	21
	405	00	28	24		132/1	00	12	61
	422	00	08	23		134/1ए	00	05	79
	425	00	37	71		134/1बी	00	03	04
	426	00	39	63		134/1सी	00	01	04
	450	00	26	39		135/6	00	88	08
	452	01	04	41		137/7	00	04	85
	453	00	30	57		137/6	00	04	45
	455	00	43	64		140/1ए2	00	05	64
	456	00	23	86		140/1ए1	00	21	03
	459	00	59	41		140/1ए4	00	55	63
	460	00	07	85					
	1039	00	55	08					
	62/4	00	30	06					
	62/3	00	34	55					

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
1. करवदि	140/1ए3	00	02	06	1. करवदि	632/2	00	62	30
(निरंतर)	145/4	00	07	67	(निरंतर)	635/4सी	00	00	10
	185/5	00	03	79		635/4डी	00	09	04
	185/4	00	25	83		635/4बी	00	01	69
	185/3	00	04	15		635/4ई	00	38	11
	185/2	00	38	51		635/4एफ	00	22	54
	185/1	00	23	83		635/4जी	00	16	56
	189/1	00	14	75		641/2	00	39	13
	189/2	00	14	50		641/3	00	03	32
	189/4	00	13	72		641/1	00	07	41
	189/5	00	15	35		642/1	00	41	11
	190/1	00	01	53		751/3	00	30	42
	190/2	00	01	03	2. कोप्पोलु	751/4	00	33	42
	190/4	00	01	03		32	00	32	75
	190/6	00	02	67		33	00	29	24
	199/1	00	34	15		34	00	21	17
	199/2	00	36	52		40	00	26	26
	199/3	00	21	00		45	00	21	88
	199/4	00	07	69		47	00	18	80
	200/2	00	04	29		48	00	36	65
	438/1	00	41	34		57	00	27	39
	438/2	00	35	03		58	00	03	78
	441/1	00	44	46		61	00	61	11
	441/2	00	01	93		62	00	33	57
	456/सी/1	00	08	74		71	00	54	30
	456/सी/2	00	02	46		गट नंबर 84 में रास्ता	00	02	15
	461/1	00	20	62		86	00	18	67
	461/2	00	08	31		87	00	14	30
	463/1	00	21	10		गट नंबर 69 में रास्ता	00	03	43
	463/3	00	30	41		90	00	30	15
	463/6	00	29	58		91	00	15	07
	466/1	00	02	94		गट नंबर 106 में रास्ता	00	10	93
	468/1	00	25	08		गट नंबर 111 में रास्ता	00	03	31
	468/2	00	14	72		112	00	23	18
	468/5	00	22	24		113	00	21	81
	468/6	00	13	76		गट नंबर 113 में मुदीगेंडा एरु	00	04	86
	468/7	00	08	10		416	00	03	39
	490/1	00	12	86		गट नंबर 416 में नाला	00	00	82
	490/2	00	05	75		417	00	05	40
	491/ए	00	36	08		गट नंबर 417 में नाला	00	01	91
	491/2ए	00	09	88		423	00	09	39
	491/2बी	00	15	47		424	00	34	45
	491/2सी	00	45	25		438	00	14	42
	491/2डी	00	05	73		454	00	11	29
	491/6बी	00	03	71		459	00	07	41
	624/सी/2सी	00	39	88		462	00	10	88
	624/सी/1ए	00	00	27		गट नंबर 462 में रोड	00	01	90
						471	00	14	05
						गट नंबर 480 में तलाब	00	00	91
						679	00	10	11

(1)	(2)	(3)	(4)	5)	(1)	(2)	(3)	(4)	5)
2. कोप्पोलु	गट नंबर 679 में नाला	00	03	76	2. कोप्पोलु	475/1बी	00	11	02
(निरंतर)	684	00	18	81	(निरंतर)	475/1सी	00	20	44
	गट नंबर 690 में रास्ता	00	17	07		475/1डी	00	42	81
	73/1	00	21	51		475/2	00	04	06
	73/2	00	17	04		476/1	00	12	37
	73/3	00	17	00		476/2	00	13	73
	74/1	00	15	47		477/1	00	00	65
	74/3	00	04	42		477/2	00	15	30
	85/2	00	31	61		478/1	00	03	51
	92/1	00	25	63		478/2	00	08	59
	92/2	00	09	09		479/2	00	12	15
	92/3	00	77	39		479/3	00	05	80
	107/2जी	00	03	00		479/4	00	00	10
	107/2एच	00	04	33		479/7	00	07	10
	107/2आई	00	03	13		480/1	00	10	08
	107/2जे	00	02	16		480/3	00	05	00
	108/7	00	14	28		480/4	00	05	52
	108/8	00	04	25		482/1	00	02	33
	109/6	00	06	46		680/1	00	14	13
	109/5	00	02	85		680/2	00	07	50
	110/12	00	15	62		680/3	00	07	06
	110/11	00	00	10		680/4	00	07	87
	110/13	00	00	16		680/5	00	16	58
	418/2	00	08	10		680/7	00	30	54
	418/1	00	11	48		680/6	00	00	10
	419/1	00	02	91					
	425/1	00	02	93					
	425/2	00	02	34					
	432/1	00	03	68					
	432/2	00	06	04					
	432/3ए	00	12	22					
	432/3बी	00	08	14					
	434/2	00	17	16					
	434/1	00	18	49					
	437/1ए	00	02	68					
	437/1डी	00	12	10					
	437/1एफ	00	05	42					
	439/1	00	60	36					
	439/2	00	04	25					
	439/3	00	41	83					
	460/8	00	07	26					
	460/12	00	09	91					
	460/13	00	07	49					
	460/15	00	07	84					
	460/11	00	00	49					
	460/16	00	05	77					
	461/1	00	04	34					
	461/2	00	08	95					
	463/1	00	25	08					
	463/2	00	34	08					
	475/1ए	00	13	16					

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
1. अल्लूरु	15/2	00	02	26	1. वासेपल्लिपाडु	161/1ए	00	28	99
कोतपटनम	15/4	00	17	21	(निरंतर)	161/1ए2	00	36	25
(निरंतर)	15/5	00	19	98		161/1ए3	00	05	85
	36/1	00	37	93		161/2	00	17	60
	36/2	00	32	62		161/3	00	22	13
	88/1	00	47	60		161/1ए4	00	07	55
	88/2	00	07	58		162/2	00	13	20
मंडल/तहसील/						162/1	00	56	48
तालुक : टन्गुदूर						170/1	00	25	97
1. वासेपल्लिपाडु 3		00	01	08		170/2	00	07	92
4		00	28	79		171/1	00	12	24
17		00	16	45		171/2	00	29	93
गट नंबर 202 में रास्ता		00	04	34		191/2	00	18	40
253		00	33	22		192/1	00	24	61
254		00	07	42		192/2	00	17	61
255		00	20	36		192/3	00	21	87
256		00	20	65		201/1	00	61	44
257		00	19	61		201/2	00	21	92
258		00	20	19		203/1	00	11	64
259		00	20	26		203/2	00	11	32
260		00	24	77	2. वल्लूरु	599	00	03	31
261		00	25	25		गट नंबर 599 में नाला	00	04	25
262		00	38	14		605	00	09	63
263		00	21	65		गट नंबर 605 में नाला	00	03	87
266		00	52	78		616	00	21	84
6/1		00	76	77		गट नंबर 616 में नाला	00	04	58
13/2		00	01	17		गट नंबर 619 में तलाब	00	01	82
13/1		00	03	33		गट नंबर 626 में तलाब	00	05	86
15/3		00	27	91		628	00	04	10
15/2		00	12	04		गट नंबर 628 में नाला	00	07	14
15/1		00	06	34		719	00	09	13
18/14		00	12	71		गट नंबर 719 में रोड	00	01	63
18/11		00	02	90		726	00	25	34
18/10		00	11	76		738	00	38	01
18/9		00	01	08		746	00	26	60
23/3		00	17	89		747	00	00	78
23/4		00	00	48		761	00	00	61
24/8		00	15	97		गट नंबर 761 में रोड	00	00	10
24/7		00	01	27		767	00	05	29
24/11		00	08	10		603/3	00	19	93
24/6		00	01	12		606/4	00	45	14
24/1		00	32	59		606/3	00	05	39
27/1		00	05	65		613/1	00	32	28
27/4		00	07	90		619/1बी	00	25	53
27/5		00	00	10					

(1)	(2)	(3)	(4)	(5)
2. वल्लूरु	619/2	00	05	91
(निरंतर)	619/3	00	15	40
	620/1	00	17	41
	620/2	00	16	01
	620/3	00	07	35
	620/4	00	21	25
	626/1	00	11	98
	626/2	00	14	87
	629/1सी	00	31	83
	629/2बी	00	07	39
	629/3बी	00	03	18
	629/4बी	00	03	13
	629/5बी	00	04	88
	629/6बी	00	10	65
	641/1	00	10	15
	641/2	00	38	26
	643/2	00	07	64
	643/4	00	09	38
	643/3	00	08	01
	648/3	00	07	64
	648/4ए	00	09	32
	648/5ए	00	10	51
	649/1	00	08	91
	649/4	00	01	01
	649/3ए	00	08	51
	649/5ए	00	17	84
	649/6ए	00	09	68
	649/7ए	00	09	78
	650/4ए	00	14	71
	650/5ए	00	12	55
	651/3	00	12	27
	651/4ए	00	07	97
	651/5ए	00	11	45
	652/4ए	00	10	49
	652/4बी	00	00	98
	727/1	00	21	62
	727/2	00	32	90
	727/3	00	31	76
	729/3	00	00	11
	737/3	00	03	59
	739/3	00	13	02
	739/4	00	12	30
	745/1	00	26	06

(1)	(2)	(3)	(4)	(5)
2. वल्लूरु	745/2	00	28	68
(निरंतर)	751/2	00	01	29
	751/1	00	04	96
	763/1	00	18	83
	763/4	00	15	77
	764/1	00	13	94
	764/2	00	15	07
	764/3	00	24	66
	764/4	00	14	18

[फा. सं. एल-14014/31/2009-जी.पी.]

के. के. शर्मा, अवर सचिव

New Delhi, the 14th April, 2011

S. O. 1026.— Whereas by notification of Government of India in Ministry of Petroleum and Natural Gas number S.O. 3090 dated 30th October, 2009, issued under sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), Government of India declared its intention to acquire the Right of User in the land, specified in the Schedule appended to that notification for the purpose of laying Vijayawada-Nellore-Chennai gas pipeline for transportation of natural gas from on-shore gas processing terminal at Kakinada on East Coast of Andhra Pradesh of M/s. Reliance Industries Limited by M/s. Relogistics Infrastructure Limited to consumers in various parts of the country;

And whereas, the copies of the said Gazette notification were made available to the public on or before 7th August, 2010;

And whereas, the objections received from the public to the laying of the pipeline have been considered and disallowed by the Competent Authority;

And whereas, the Competent Authority has under sub-section (1) of Section 6 of the said Act, submitted report to the Government of India;

And whereas, Government of India, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the Right of User therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 6 of the said Act, Government of India hereby declares that the Right of User in the land, specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, Government of India hereby directs that the Right of User in the said land for laying the pipeline shall, instead of vesting in

Government of India, vest on the date of publication of the declaration, in M/s. Relogistics Infrastructure Limited, free from all encumbrances.

SCHEDULE

Mandal/Tehsil/Taluk : District : State :
Naguluppalapadu Prakasam Andhra Pradesh

Village Survey No./ Sub-Division No. Area to be acquired for ROU
Hec Are C-Are

(1)	(2)	(3)	(4)	(5)
I. Mattigunta	77	00	01	55
	100	00	02	99
	101	00	01	35
	153	00	11	51
	227	00	20	30
	228	00	04	24
	229	00	54	94
	240	00	07	72
	70/21	00	09	47
	70/20	00	07	80
	70/14	00	20	29
	70/13	00	00	53
	71/4A1	00	15	63
	76/1	00	39	70
	78/1	00	00	10
	79/2	00	38	39
	79/1	00	13	48
	92/1C	00	00	30
	92/2C	00	00	36
	93/1	00	31	89
	94/2	00	31	81
	94/3	00	05	83
	94/1	00	02	04
	95/3	00	24	96
	95/2	00	16	14
	99/3	00	30	08
	102/1	00	00	73
	102/2	00	00	70
	140/3	00	35	47
	141/14	00	01	32
	141/13	00	02	14
	141/6	00	04	80
	141/5	00	04	29
	141/4	00	08	83
	141/2	00	05	77

(1)	(2)	(3)	(4)	(5)
1. Mattigunta	144/11	00	00	84
(Contd.)	144/12	00	01	43
	144/14	00	03	08
	144/15	00	02	86
	144/24	00	01	41
	144/25	00	06	80
	144/26	00	02	20
	144/27	00	07	51
	144/38	00	06	39
	144/3	00	07	76
	144/44	00	08	00
	144/45	00	04	23
	145/1B	00	15	44
	145/1C	00	02	31
	145/16	00	00	22
	145/14	00	10	07
	145/15	00	03	28
	145/13	00	03	46
	154/1A1	00	18	19
	154/1A2	00	00	10
	154/2B	00	02	33
	230/1	00	11	53
	230/2	00	51	46
	238/4	00	00	17
	238/3	00	25	96
	238/2	00	09	19
	239/1	00	14	84
	239/4	00	25	19
	239/3	00	08	06
	241/2	00	05	22
	241/5	00	11	38
	241/6	00	26	10
	241/7B1	00	04	16
	241/1	00	00	76
	241/7A	00	02	33
2. Uppugundur	272	00	12	90
	285	00	11	74
	287	00	09	55
	307	00	06	36
	Nala in Gat No. 307	00	02	05
	Car Track in Gat No. 320	00	07	34
	324	00	06	26
	327	00	03	00
	331	00	13	05
	369	00	04	85
	373	00	59	09

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
2.Uppugundur 397		00	37	21	2.Uppugundur 317/2B		00	13	14
(Contd.) Nala in Gat No. 425		00	05	33	(Contd.) 317/1C		00	04	13
427		00	16	88	317/2D		00	06	11
452		00	38	67	317/2C		00	04	85
453		00	19	14	317/1D		00	02	85
454		00	03	48	317/3B		00	30	35
252/2B		00	21	78	317/1E		00	00	98
252/1A3		00	21	69	317/1G		00	00	48
252/1B		00	02	60	317/3D		00	13	10
254/5		00	32	31	322/2B		00	04	64
254/7		00	00	22	323/2A		00	07	43
254/8		00	08	18	323/2B		00	19	81
254/9		00	07	89	325/2		00	10	35
254/13		00	15	58	325/1		00	19	25
254/19		00	13	54	325/3		00	12	72
265/6		00	07	08	332/10		00	27	31
265/5B		00	21	61	335/2		00	00	48
265/5C		00	19	65	372/2		00	09	15
265/5D		00	05	07	378/1		00	25	37
265/5E		00	16	44	379/1		00	07	07
265/3A		00	37	65	414/4		00	03	16
265/1A		00	15	74	414/2		00	20	99
265/1B		00	13	64	414/1		00	03	12
265/1C		00	12	53	414/3		00	15	74
266/1B		00	00	22	414/9		00	34	05
267/1		00	00	66	425/1A		00	08	48
267/2		00	01	28	425/2		00	10	36
283/10		00	69	72	426/4		00	00	69
284/3		00	17	08	428/1B		00	03	09
286/1/A		00	02	07	428/2		00	13	92
286/2		00	02	73	429/5		00	14	44
288/3		00	27	19	429/1		00	26	78
288/4		00	10	74	429/2		00	06	13
288/7		00	07	83	444/2C		00	00	70
288/8		00	04	50	444/2B		00	42	15
288/9		00	02	19	444/2A		00	09	20
291/1		00	15	83	448/2		00	02	20
291/2		00	02	86	3. Kandlagunta				
312/1/A		00	19	36	Vemmevaram 286		00	28	82
312/1/B		00	13	01	349		00	07	92
312/1/E		00	14	40	357		00	49	28
312/2/C		00	19	71	281/1A3		00	00	12
312/3/A		00	20	20	281/1A4		00	04	99
312/3/B		00	12	64	281/1A5		00	00	37
312/3/C		00	05	70	285/1		00	04	68
317/1A		00	08	56	285/2		00	27	92

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
3. Kandlagunta	285/3	00	26	58	6. Raparla	79	00	44	38
Vemmevaram	285/4	00	26	62	(Contd.)	4/1	00	09	29
(Contd.)	285/5	00	15	83		4/2	00	12	55
	287/1	00	09	84		72/2	00	08	61
	287/2	00	10	13		72/3	00	10	91
	353/4	00	12	50		74/1	00	18	56
	353/3	00	01	10		74/2	00	18	81
	354/2	00	31	71		75/4	00	07	47
	354/1	00	01	35		75/6	00	19	67
	355/2	00	04	88		75/7	00	10	54
4. Machavaram	12	00	64	54	7. Ammanabrolu	47	00	66	75
	17	00	64	94		53	00	57	73
	19	00	04	45		54	00	31	06
	87	00	93	46		55	00	13	23
	90	00	67	32		56	00	04	05
	91	00	24	50		57	00	72	99
	92	00	14	68		60	00	54	51
	95	00	21	21		61	00	05	00
	96	00	43	53		66	01	47	16
	97	00	42	72		84	00	00	65
	128	00	05	27		378	01	13	77
	145	00	47	35		382	00	06	73
	147	00	27	58		383	00	27	28
	148	00	39	34		384	00	37	44
	150	00	16	83		388	00	31	39
	151	00	24	41		389	00	48	84
	403	00	09	02		397	00	11	28
	1/1	00	21	92		398	00	80	45
	1/2	00	08	28		399	01	28	30
	93/1	00	06	76		400	00	04	48
	94/2	00	42	50		402	00	08	67
	98/3	00	08	77		403	00	22	04
	98/1/B	00	49	48		404	00	13	50
	98/2	00	03	65		405	00	28	24
	149/2	00	15	58		422	00	08	23
5. Naguluppa-	230	00	18	86		425	00	37	71
lapadu	231	00	17	62		426	00	39	63
6. Raparla	2	00	38	11		450	00	26	39
	3	00	31	08		452	01	04	41
	5	00	55	09		453	00	30	57
	8	00	49	89		455	00	43	64
	9	00	58	25		456	00	23	86
	76	01	16	67		459	00	59	41
	77	00	43	88		460	00	07	85
	78	00	28	12		1039	00	55	08
						62/4	00	30	06

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
7. Ammanabrolu	62/3	00	34	55	1. Karavadi	145/4	00	07	67
(Contd.)	62/2	00	46	61	(Contd.)	185/5	00	03	79
	62/1	00	32	18		185/4	00	25	83
	451/1	00	30	94		185/3	00	04	15
8. Chiruvanup-182		00	00	64		185/2	00	38	51
palapad	198	00	48	13		185/1	00	23	83
	199	00	23	90		189/1	00	14	75
	200	00	27	79		189/2	00	14	50
						189/4	00	13	72
						189/5	00	15	35
Mandal/Tehsil/Taluk :	District :	State :				190/1	00	01	53
Ongole	Prakasam	Andhra Pradesh				190/2	00	01	03
1. Karavadi	120	01	16	60		190/4	00	01	03
	126	00	03	82		190/6	00	02	67
	128	00	05	74		199/1	00	34	15
	129	00	04	58		199/2	00	36	52
	Car Track in Gat No. 130	00	13	18		199/3	00	21	00
	131	00	13	84		199/4	00	07	69
	Car Track in Gat No. 184	00	07	49		200/2	00	04	29
	196	00	05	51		438/1	00	41	34
	197	00	02	77		438/2	00	35	03
	439	00	26	75		441/1	00	44	46
	440	00	05	75		441/2	00	01	93
	456/A	00	00	62		456/C/1	00	08	74
	Railway Track in Gat No. 456/B	00	16	51		456/C/2	00	02	46
	462	00	00	17		461/1	00	20	62
	467	00	02	05		461/2	00	08	31
	496	00	60	89		463/1	00	21	10
	623	00	25	61		463/3	00	30	41
	Railway Track in Gat No. 624/B	00	02	92		463/6	00	29	58
	630/B	00	19	89		466/1	00	02	94
	Car Track in Gat No. 639	00	07	01		468/1	00	25	08
	Gundlakamma River in					468/2	00	14	72
	Gat No. 737	00	43	53		468/5	00	22	24
	119/1	00	07	04		468/6	00	13	76
	119/2	00	00	21		468/7	00	08	10
	132/1	00	12	61		490/1	00	12	86
	134/1A	00	05	79		490/2	00	05	75
	134/1B	00	03	04		491/1A	00	36	08
	134/1C	00	01	04		491/2A	00	09	88
	135/6	00	88	08		491/2B	00	15	47
	137/7	00	04	85		491/2C	00	45	25
	137/6	00	04	45		491/2D	00	05	73
	140/1A2	00	05	64		491/6B	00	03	71
	140/1A1	00	21	03		624/C/2C	00	39	88
	140/1A4	00	55	63		624/C/1A	00	00	27
	140/1A3	00	02	06		632/2	00	62	30
						635/4C	00	00	10
						635/4D	00	09	04
						635/4B	00	01	69
						635/4E	00	38	11
						635/4F	00	22	54
						635/4G	00	16	56

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
1. Karavadi	641/2	00	39	13	2. Koppolu	92/2	00	09	09
(Contd.)	641/3	00	03	32	(Contd.)	92/3	00	77	39
	641/1	00	07	41		107/2G	00	03	00
	642/1	00	41	11		107/2H	00	04	33
	751/3	00	30	42		107/2I	00	03	13
	751/4	00	33	42		107/2J	00	02	16
2. Koppolu	32	00	32	75		108/7	00	14	28
	33	00	29	24		108/8	00	04	25
	34	00	21	17		109/6	00	06	46
	40	00	26	26		109/5	00	02	85
	45	00	21	88		110/12	00	15	62
	47	00	18	80		110/11	00	00	10
	48	00	36	65		110/13	00	00	16
	57	00	27	39		418/2	00	08	10
	58	00	03	78		418/1	00	11	48
	61	00	61	11		419/1	00	02	91
	62	00	33	57		425/1	00	02	93
	71	00	54	30		425/2	00	02	34
	Cart Track in Gat No. 84	00	02	15		432/1	00	03	68
	86	00	18	67		432/2	00	06	04
	87	00	14	30		432/3A	00	12	22
	Cart Track in Gat No. 69	00	03	43		432/3B	00	08	14
	90	00	30	15		434/2	00	17	16
	91	00	15	07		434/1	00	18	49
	Cart Track in Gat No. 106	00	10	93		437/1A	00	02	68
	Cart Track in Gat No. 111	00	03	31		437/1D	00	12	10
	112	00	23	18		437/1F	00	05	42
	113	00	21	81		439/1	00	60	36
	Mudigonda Yeru in					439/2	00	04	25
	Gat No. 113	00	04	86		439/3	00	41	83
	416	00	03	39		460/8	00	07	26
	Nala in Gat No. 416	00	00	82		460/12	00	09	91
	417	00	05	40		460/13	00	07	49
	Nala in Gat No. 417	00	01	91		460/15	00	07	84
	423	00	09	39		460/11	00	00	49
	424	00	34	45		460/16	00	05	77
	438	00	14	42		461/1	00	04	34
	454	00	11	29		461/2	00	08	95
	459	00	07	41		463/1	00	25	08
	462	00	10	88		463/2	00	34	08
	Road in Gat No. 462	00	01	90		475/1A	00	13	16
	471	00	14	05		475/1B	00	11	02
	Pond in Gat No. 480	00	00	91		475/1C	00	20	44
	679	00	10	11		475/1D	00	42	81
	Nala in Gat No. 679	00	03	76		475/2	00	04	06
	684	00	18	81		476/1	00	12	37
	Cart Track in Gat No. 690	00	17	07		476/2	00	13	73
	73/1	00	21	51		477/1	00	00	65
	73/2	00	17	04		477/2	00	15	30
	73/3	00	17	00		478/1	00	03	51
	74/1	00	15	47		478/2	00	08	59
	74/3	00	04	42		479/2	00	12	15
	85/2	00	31	61					
	92/1	00	25	63					

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
2. Koppolu	479/3	00	05	80	1. Vasepallipadu	Cart Track in Gat No. 202	00	04	34
(Contd.)	479/4	00	00	10	(Contd.)	253	00	33	22
	479/7	00	07	10		254	00	07	42
	480/1	00	10	08		255	00	20	36
	480/3	00	05	00		256	00	20	65
	480/4	00	05	52		257	00	19	61
	482/1	00	02	33		258	00	20	19
	680/1	00	14	13		259	00	20	26
	680/2	00	07	50		260	00	24	77
	680/3	00	07	06		261	00	25	25
	680/4	00	07	87		262	00	38	14
	680/5	00	16	58		263	00	21	65
	680/7	00	30	54		266	00	52	78
	680/6	00	00	10		6/1	00	76	77
Mandal/Tehsil/Taluk :	District	State :				13/2	00	01	17
Kothapatnam	Prakasam	Andhra Pradesh				13/1	00	03	33
I. Alluru						15/3	00	27	91
Kottapatnam	3	00	65	42		15/2	00	12	04
	10	00	31	13		15/1	00	06	34
	11	00	17	70		18/14	00	12	71
	33	00	07	92		18/11	00	02	90
	34	00	68	39		18/10	00	11	76
	35	00	34	64		18/9	00	01	08
	42	00	24	68		23/3	00	17	89
	43	00	78	26		23/4	00	00	48
	46	00	35	30		24/8	00	15	97
	47	01	77	58		24/7	00	01	27
	68	01	85	59		24/11	00	08	10
	90	00	00	10		24/6	00	01	12
	91	01	30	74		24/1	00	32	59
	14/1	00	11	01		27/1	00	05	65
	14/2	00	77	99		27/4	00	07	90
	14/3B/1	00	18	73		27/5	00	00	10
	14/3B/2	00	18	20		161/1A1	00	28	99
	14/3A/1	00	12	50		161/1A2	00	36	25
	14/3A/2	00	02	32		161/1A3	00	05	85
	15/1	00	00	42		161/2	00	17	60
	15/2	00	02	26		161/3	00	22	13
	15/4	00	17	21		161/1A4	00	07	55
	15/5	00	19	98		162/2	00	13	20
	36/1	00	37	93		162/1	00	56	48
	36/2	00	32	62		170/1	00	25	97
	88/1	00	47	60		170/2	00	07	92
	88/2	00	07	58		171/1	00	12	24
Mandal/Tehsil/Taluk :	District	State :							
Tangutur	Prakasam	Andhra Pradesh							
I. Vasepallipadu	3	00	01	08					
	4	00	28	79					
	17	00	16	45					

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
1. Vasepallipadu	171/2	00	29	93	2. Valluru	629/4B	00	03	13
(Contd.)	191/2	00	18	40	(Contd.)	629/5B	00	04	88
	192/1	00	24	61		629/6B	00	10	65
	192/2	00	17	61		641/1	00	10	15
	192/3	00	21	87		641/2	00	38	26
	201/1	00	61	44		643/2	00	07	64
	201/2	00	21	92		643/4	00	09	38
	203/1	00	11	64		643/3	00	08	01
	203/2	00	11	32		648/3	00	07	64
2. Valluru	599	00	03	31		648/4A	00	09	32
	Nala in Gat No. 599	00	04	25		648/5A	00	10	51
	605	00	09	63		649/1	00	08	91
	Nala in Gat No. 605	00	03	87		649/4	00	01	01
	616	00	21	84		649/3A	00	08	51
	Nala in Gat No. 616	00	04	58		649/5A	00	17	84
	Pond in Gat No. 619	00	01	82		649/6A	00	09	68
	Pond in Gat No. 626	00	05	86		649/7A	00	09	78
	628	00	04	10		650/4A	00	14	71
	Nala in Gat No. 628	00	07	14		650/5A	00	12	55
	719	00	09	13		651/3	00	12	27
	Road in Gat No. 719	00	01	63		651/4A	00	07	97
	726	00	25	34		651/5A	00	11	45
	738	00	38	01		652/4A	00	10	49
	746	00	26	60		652/4B	00	00	98
	747	00	00	78		727/1	00	21	62
	761	00	00	61		727/2	00	32	90
	Road in Gat No. 761	00	00	10		727/3	00	31	76
	767	00	05	29		729/3	00	00	11
	603/3	00	19	93		737/3	00	03	59
	606/4	00	45	14		739/3	00	13	02
	606/3	00	05	39		739/4	00	12	30
	613/1	00	32	28		745/1	00	26	06
	619/1B	00	25	53		745/2	00	28	68
	619/2	00	05	91		751/2	00	01	29
	619/3	00	15	40		751/1	00	04	96
	620/1	00	17	41		763/1	00	18	83
	620/2	00	16	01		763/4	00	15	77
	620/3	00	07	35		764/1	00	13	94
	620/4	00	21	25		764/2	00	15	07
	626/1	00	11	98		764/3	00	24	66
	626/2	00	14	87		764/4	00	14	18
	629/1C	00	31	83					
	629/2B	00	07	39					
	629/3B	00	03	18					

[F. No. L-14014/31/2009-GP.]
K. K. SHARMA, Under Secy.

नई दिल्ली, 14 अप्रैल, 2011

का.आ. 1027.—भारत सरकार ने, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 3 की उप-धारा (1) के अधीन जारी भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 3091 तारीख 30 अक्टूबर, 2009 द्वारा, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में, मैसर्स रिलाएंस इन्डस्ट्रीज लिमिटेड के आन्ध्र प्रदेश में पूर्वी तट पर काकीनाडा स्थित अपतटीय गैस प्रसंस्करण टर्मिनल से देश के विभिन्न हिस्सों में उपभोक्ताओं तक प्राकृतिक गैस के परिवहन के लिए, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड द्वारा विजयवाड़ा-नेल्लोर-चेन्नई गैस पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और, उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 9 अगस्त, 2010 को अथवा उससे पूर्व उपलब्ध करा दी गई थी ;

और, पाइपलाइन बिछाने के सम्बन्ध में, जनता की ओर से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और अननुज्ञात कर दिया गया ;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उप-धारा (1) के अधीन भारत सरकार को अपनी रिपोर्ट दे दी है ;

और, भारत सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह संतुष्ट हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः, अब, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और, भारत सरकार, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निर्देश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से भारत सरकार में निहित होने के बजाए, सभी विल्लंगमों से मुक्त, मैसर्स रिलोजिस्टिक्स इन्फ्रास्ट्रक्चर लिमिटेड में निहित होगा ।

अनुसूची

मंडल/तहसील/तालुक : टन्गुदूर			जिला : प्रकाशम		
			राज्य : आन्ध्र प्रदेश		
गांव का नाम	सर्वे सं/सब डिविजन सं.	आर.ओ.यू. अर्जित करने के लिए क्षेत्रफल हेक्टेयर एयर सि एयर	(1)	(2)	(3)
(1)	(2)	(3)	(4)	(5)	(5)
1. वल्लूरू कावलिमान्यम	11	00	09	70	
गट नंबर 11 में					
रोड		00	01	54	

(1)	(2)	(3)	(4)	(5)
1. वल्लूरू कावलिमान्यम (निरंतर)	16 गट नं 32 में रेलवे ट्रैक	00	01	42
	3/7	00	25	16
	4/2	00	01	28
	4/3	00	09	53
	4/8	00	10	55
	4/6	00	04	90
	4/5	00	13	44
	14/2	00	11	67
	14/3	00	01	44
	29/1	00	22	83
	29/2	00	14	63
	30/3बी	00	25	12
	30/2	00	10	45
	33/5	00	16	62
	33/6	00	46	40
	33/4	00	12	21
	33/2	00	25	19
	33/1	00	00	35
		00	01	00
2. तूरुपुनायुडुपालेम	78	00	71	85
	79	00	23	65
3. टन्गुदूर	383	00	41	72
	384	00	36	84
	386	00	35	99
	389	00	25	18
	390	00	24	11
	394	00	09	89
	397	00	31	18
	399	00	27	88
	402	00	03	26
	404	00	69	45
	406	00	37	62
	412	00	03	56
	414	00	01	56
	416	01	63	21
	417	00	31	65
	520	00	06	44
	553	00	17	82

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
3. टन्गुदूर (निरंतर)	555	00	71	23	3. टन्गुदूर (निरंतर)	418/1	00	61	59
	556	00	17	58		519/4	00	15	84
	557	00	21	46		582/1	00	38	44
	558	00	02	25		582/2	00	11	41
	559	00	60	26		1380/2	00	14	76
	562	00	18	36		1416/2	00	12	50
	577	00	01	13		1416/1	00	25	15
	578	00	19	73	मंडल/तहसील/तालुक : जरुगुमल्लि जिला : प्रकाशम				
	581	00	08	05	राज्य : आन्ध्र प्रदेश				
	583	00	08	01	1. वाविलेटिपाडु	90	00	40	51
	584	00	00	99		91	00	43	57
	585	00	00	51		94	00	03	59
	1363	00	28	32		97	00	43	09
	1373	00	50	94		98	00	48	23
	1374	00	31	15		99	00	12	13
गट नं. 1374 में						100	00	06	52
तलाब	00	07	78			254	00	14	98
1378	00	14	72			256	00	32	97
1381	00	59	16			257	00	09	67
1383	00	19	57			258	00	39	13
1387	00	22	91			269	01	25	23
1388	00	13	14			87/2	00	00	25
1389	00	12	71			87/1	00	25	66
1390	00	07	84		2. के. बिटागुन्या	360	00	03	03
1408	00	01	99			361	00	35	69
1409	00	03	94			362	00	48	23
1410	00	00	85			363	00	03	59
1417	00	01	39			364	00	42	21
1418	00	38	04			372	00	03	45
1425	00	66	25			374	00	20	84
1447	00	05	88			375	00	20	53
1449	00	23	60			387	00	26	20
1450	00	63	21			645	00	03	03
1465	00	08	11			652	00	52	68
1484	00	03	95			653	00	31	23
गट नं. 1487 और						682	01	01	29
354 में नदी	01	06	72			381/2	00	00	75
403/1	00	19	90			381/3	00	15	67
403/2	00	00	55			385/4	00	49	46
407/3	00	28	86			385/2	00	05	56
418/2	00	00	10						

(1)	(2)	(3)	(4)	(5)
2. के. बिद्युगुन्या (निरंतर)	385/3	00	17	86
	389/1	00	00	96
	389/2	00	30	09
	647/1	00	76	00
	651/2 बी 1	00	25	60
	651/1 बी 2	00	07	41
	651/2 ए	00	81	32
3. जरूगुमल्लि	458	00	05	65
	474	00	36	36
	475	00	04	47
	483	00	28	17
	गट नं. 339 और 487 में पालरू नदी	00	73	67
	476/1	00	20	92
	476/2	00	01	21
	477/2	00	24	55
	477/3	00	08	69
4. नन्दनवनम	276	00	38	84
	279	00	08	20
	354	00	16	88
	365	00	35	89
	367	00	64	51
	369	00	36	92
	372	00	01	62
	373	00	32	53
	374	00	65	01
	390	00	55	63
	397	00	73	69
	362/5	00	16	56
	362/6	00	17	00
	362/3	00	20	37
	364/1	00	06	11
	364/2	00	50	97
	366/1	00	09	74
	393/1	00	64	18
	393/4	00	63	80

मंडल/तहसील/तालुक : सिंगरायकोन्डा		जिला : प्रकाशम राज्य : आन्ध्र प्रदेश		
(1)	(2)	(3)	(4)	(5)
1. कलिकियाया	293	00	27	77
	294	00	42	72
	375	00	15	43
	379	00	45	77
	382	00	50	98
	383	00	31	64
	384	00	03	55
	381/1	00	24	82
	381/2	00	37	23
2. कनुमल्ला	1	00	01	20
	2/1	00	01	93
	2/2	00	21	92

मंडल/तहसील/तालुक : कन्दुकूर		जिला : प्रकाशम राज्य : आन्ध्र प्रदेश		
(1)	(2)	(3)	(4)	(5)
1. पलुकूर	729	00	63	19
	759	00	04	25
	760	01	20	37
	762	00	11	86
	764	00	26	25
	766	00	95	54
	767	00	06	30
	768	00	00	17
	गट नं. 779 में कोमती गुंटा	00	09	80
	781	00	09	24
	782	00	53	28
	783	00	04	86
	गट नं. 783 में तलाब	00	05	60
	787	00	88	04
	788	00	49	43
	790	00	09	16
	791	00	06	88
	792	00	08	81
	1057	00	78	26
	1058	00	99	58
	1061	00	03	70
	727/2	00	23	09

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
1. पलुकूर (निरंतर)	728/1	00	29	37	2. ओगूरू (निरंतर)	93/2	00	43	08
	728/2	00	21	44		94/2	00	15	27
	728/3	00	12	26		94/1	00	06	28
	779/1	00	03	60		100/3सी	00	40	83
	779/2	00	02	00		100/3बी	00	01	67
	780/1	00	65	62		100/1	00	02	25
	780/2खी	00	46	31		112/1	00	07	47
	786/5	00	46	30		112/2	00	14	25
	1063/3	00	18	10		112/3	00	14	06
2. ओगूरू	27	00	30	42		113/3	00	27	86
	29	00	74	53		113/2	00	12	94
	33	00	35	45		113/1	00	07	51
	43	00	21	80		114/3	00	14	50
	71	00	02	13		114/4	00	14	55
	77	00	46	34		114/2	00	00	10
	78	00	26	49		115/1	00	17	80
	98	00	05	82		115/2	00	20	75
	105	00	24	87		116/1	00	00	10
	111	00	07	13		135/3	00	20	79
	127	00	00	10		135/2	00	19	32
	128	00	67	28		135/1	00	17	76
	129	00	54	04		162/2	00	23	49
	163	00	61	16		162/3	00	21	34
	174	00	07	71		162/4	00	16	88
	421	00	01	38		173/1	00	33	46
	28/2	00	00	94		173/2बी	00	39	29
	40/4	00	12	89		173/4	00	08	78
	42/3	00	04	22		173/5	00	51	24
	42/2	00	30	97		422/1	00	04	97
	42/1	00	16	59		422/2	00	00	13
	70/2	00	06	81	3. कन्दुकूर	1536	00	48	69
	70/1	00	10	85		1537	00	01	17
	81/1	00	44	82		1538	00	18	29
	81/3	00	09	55		1572	00	24	33
	81/4	00	21	74		1573	00	02	71
	81/5	00	09	92		1574	00	21	13
	81/6	00	10	16		1579	00	04	52
	82/1	00	14	19		1580	00	75	55
	90/2	00	55	77		1582	00	02	08
	93/3	00	00	10		1587	01	06	73

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
3. कन्दुकूर (निरंतर)	1597	00	29	43	1. आत्माकूरू (निरंतर)	381	01	00	48
	1598/3	00	04	75		431	00	03	30
	1598/2	00	22	27		2/4	00	95	86
	1598/1	00	75	94		2/5	00	30	70
	1739/3	00	24	59		3/1	01	25	70
4. दोन्डपाडु	2	00	04	31		9/3	00	17	33
	8	00	32	97		9/5	00	29	30
	9	00	33	07		10/1	00	08	31
	10	00	63	66		10/2	00	13	74
	14	00	34	01		10/3	00	10	95
	4/4	00	36	77		12/1	00	04	01
	4/5ए	00	00	46		12/2	00	15	15
	4/12	00	16	93		12/3	00	21	64
	4/10	00	01	22		19/1	00	09	77
	4/9ए	00	09	99		19/2	00	15	76
	4/11	00	09	05		22/3	00	21	94
	4/9बी	00	04	17		22/4	00	00	94
	4/3बी	00	07	16		22/5	00	14	31
	4/3ए	00	09	07		22/6बी	00	10	26
	4/3सी	00	12	70		22/8	00	06	09
	11/1	00	28	59		22/7	00	04	19
5. पालूर	गट नं 131 में	00	05	56		22/12	00	20	29
	रास्ता 132	00	00	10		377/1	00	00	13
	163	00	74	15		428/1	00	58	74
	173	00	32	15	2. भीमवरम	गट नंबर 267 में	00	56	01
	180	00	17	02		मन्नेरु नदी			
	182	00	02	32		271	00	33	85
	185	00	06	59		272	00	25	13
	187	00	34	38		273	00	40	14
	133/1	00	01	79		277	00	22	28
	133/2	00	16	20		286	00	61	06
	164/2	00	02	05		303	00	78	91
	164/1	00	30	70		304	00	72	96
	169/1	00	89	73		305	00	03	86
मंडल/तहसील/तालुक : उलवपाडु						गट नंबर 305 में	00	14	43
जिला : प्रकाशम						लच्छी गुंटा			
राज्य : आन्ध्र प्रदेश						306	00	19	24
1. आत्माकूरू	11	00	22	26		308	00	27	73
	32	00	54	00		309	00	80	82
	33	00	65	45		276/1	00	16	05
	378	00	13	78					

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
2. भीमवरम (निरंतर)	276/2	00	13	81	3. बददेपूडी (निरंतर)	590	00	39	31
	284/1	00	00	44		17/2	00	17	95
	285/2	00	75	48		17/3	00	12	63
	285/1	00	01	12		23/1	00	33	45
3. बददेपूडी	22	00	68	85		23/2	00	00	84
	27	00	37	63		47/2	00	32	78
	28	00	12	41		368/1	00	23	68
	29	00	04	89		369/1	00	24	27
	31	00	49	59		369/6	00	42	96
	45	00	42	59		412/1	00	24	00
	46	00	07	84		412/2	00	08	47
	48	00	09	12	मंडल/तहसील/तालुक : गुडलूर				
	49	00	33	71	जिला : प्रकाशम				
	51	00	12	06	राज्य : आन्ध्र प्रदेश				
	73	00	00	83	1. कोत्तपेटा	252	00	18	33
	74	00	04	75		253	00	14	61
	75	00	09	13		गट नंबर 253 में	00	02	17
	76	00	51	64		नाला			
	77	00	36	57		254	00	05	80
	83	00	24	75		255	01	04	12
	84	00	09	80		256	00	26	10
	358	00	06	00		276	00	03	03
	359	00	22	14		277	00	17	91
	360	00	30	85		278	00	74	60
	361	00	42	96		279	00	01	51
	367	00	62	70	2. गुडलूर	719	05	06	34
	374	00	13	37		725	00	12	40
	375	00	13	25		729	00	12	78
	376	00	12	84		834	00	93	34
	392	00	44	23		837	00	45	11
	396	00	29	56		840	00	39	58
	397	00	21	85		842	00	00	10
	398	00	00	95		867	00	83	19
	401	00	04	91		868	00	31	82
	404	00	21	89		895	00	02	59
	406	00	35	90		896	00	93	81
	407	00	00	35		897	00	09	84
	411	00	24	05		918	00	45	52
						926	00	11	27

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
2. गुडलूर (निरंतर)	724/4	00	02	07	3. अम्मवारी पालेम	138	00	31	44
	724/9	00	00	19	(निरंतर)	147	00	13	25
	724/5	00	02	74		228	00	00	99
	724/1	00	08	60		229	00	11	14
	724/6	00	02	07		231	00	09	90
	724/7	00	01	42		243	01	13	24
	839/1ए	00	09	45		244	00	27	66
	839/1बी	00	02	49		4/1	00	13	40
	839/2	00	13	14		4/2	00	13	88
	839/3ए	00	05	12		4/3	00	12	17
	839/4बी	00	09	64		4/4	00	11	43
	839/3बी	00	02	64		4/5	00	07	19
	839/4ए	00	07	69		4/6	00	02	93
	866/1	00	15	68		7/3	00	10	20
	866/2	00	18	48		7/11	00	07	66
	866/3	00	24	23		7/5	00	01	74
	873/2ए	00	05	50		12/1	00	03	38
	873/2बी	00	18	22		12/2	00	05	43
	873/2सी	00	27	67		12/3	00	07	80
	909/1	00	00	57		12/4	00	06	34
	914/1	00	54	91		12/5	00	09	17
	915/4	00	08	75		12/6	00	01	02
	915/5	00	08	27		21/1	00	23	26
	915/6	00	09	09		21/2	00	01	44
	915/7	00	09	08		21/3	00	06	93
	915/1	00	07	63		21/4	00	09	02
	915/2	00	08	45		21/5	00	07	49
	915/3	00	08	38		21/7	00	00	68
3. अम्मवारी पालेम	1	00	10	33		21/8	00	04	02
	13	00	42	91		21/9	00	04	89
	18	00	13	28		21/10	00	04	47
	22	00	00	43		40/1	00	03	95
	58	00	06	09		40/2	00	22	21
	70	00	46	25		41/1	00	25	30
	81	01	57	16		41/2	00	13	22
	107	00	39	71		41/3	00	08	17
	131	00	50	29		43/1	00	02	96
	137	00	04	10		46/4	00	14	30

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
3. अम्मवारी पालेम (निरंतर)	46/5	00	04	56	3. अम्मवारी पालेम (निरंतर)	233/1	00	01	45
	46/7	00	05	01		233/2	00	05	24
	46/8	00	01	62		235/2	00	03	86
	46/9	00	16	00	[फा. सं. एल-14014/31/2009-जी.पी.]				
	48/1	00	01	60	के. के. शर्मा, अवर सचिव				
	48/2	00	01	07	New Delhi, the 14th April, 2011				
	48/3	00	00	91	S.O. 1027. —Whereas by notification of				
	56/3	00	11	00	Government of India in Ministry of Petroleum and Natural				
	56/4	00	08	27	Gas number S.O. 3091 dated 30th October, 2009, issued				
	56/11	00	11	97	under sub-section (1) of Section 3 of the Petroleum and				
	57/5	00	03	23	Minerals Pipelines (Acquisition of Right of User in Land)				
	57/4	00	02	59	Act, 1962 (50 of 1962) (hereinafter referred to as the said				
	57/10	00	09	09	Act), Government of India declared its intention to acquire				
	57/11	00	11	89	the Right of User in the land, specified in the Schedule				
	79/3	00	22	42	appended to that notification for the purpose of laying				
	79/2	00	03	58	Vijayawada-Nellore-Chennai gas pipeline for				
	80/3	00	02	82	transportation of natural gas from on-shore gas processing				
	80/4	00	09	66	terminal at Kakinada on East Coast of Andhra Pradesh of				
	97/2	00	13	70	M/s. Reliance Industries Limited by M/s Relogistics				
	97/6	00	01	87	Infrastructure Limited to the consumers in various parts				
	97/3	00	20	61	of the country;				
	98/2	00	06	91	And whereas, the copies of the said Gazette				
	98/3	00	35	76	notification were made available to the public on or before				
	100/1	00	39	35	9th August, 2010;				
	102/11	00	58	93	And whereas, the objections received from the				
	106/2	00	07	53	public to the laying of the pipeline have been considered				
	106/11	00	08	11	and disallowed by the Competent Authority;				
	106/12	00	03	24	And whereas, the Competent Authority has under				
	106/15	00	07	44	sub-section (1) of Section 6 of the said Act, submitted				
	106/3	00	11	65	report to the Government of India;				
	133/1	00	37	87	And whereas, Government of India, after				
	133/3	00	26	53	considering the said report and on being satisfied that the				
	133/2	00	01	75	said land is required for laying the pipeline, has decided to				
	133/8	00	01	70	acquire the Right of User therein;				
	136/3	00	20	57	Now, therefore, in exercise of the powers conferred				
	136/2	00	04	04	by sub-section (1) of Section 6 of the said Act, Government				
	136/1	00	26	57	of India hereby declares that the Right of User in the land,				
	230/1	00	07	41	specified in the Schedule, appended to this notification, is				
					hereby acquired for laying the pipeline;				
					And further, in exercise of the powers conferred by				
					sub-section (4) of Section 6 of the said Act, Government				
					of India hereby directs that the Right of User in the said				
					land for laying the pipeline shall, instead of vesting in				
					Government of India, vest on the date of publication of				
					the declaration, in M/s Relogistics Infrastructure Limited,				
					free from all encumbrances.				

SCHEDULE					(1)	(2)	(3)	(4)	(5)
Mandal/Tehsil/ Taluk : Tangutur	District : Prakasam	State : Andhra Pradesh			3.Tangutur (Contd)	406	00	37	62
Village	Survey No./ Sub-Division No.	Area to be acquired for ROU			412		00	03	56
(1)	(2)	Hec	Are	C-Are	414		00	01	56
					416		01	63	21
					417		00	31	65
1. Valluru Kavali-	11	00	09	70	520		00	06	44
maniyam	Road in Gat				553		00	17	82
	No. 11	00	01	54	555		00	71	23
	16	00	01	42	556		00	17	58
	Railway Track				557		00	21	46
	in Gat No. 32	00	25	16	558		00	02	25
	3/7	00	01	28	559		00	60	26
	4/2	00	09	53	562		00	18	36
	4/3	00	10	55	577		00	01	13
	4/8	00	04	90	578		00	19	73
	4/6	00	13	44	581		00	08	05
	4/5	00	11	67	583		00	08	01
	14/2	00	01	44	584		00	00	99
	14/3	00	22	83	585		00	00	51
	29/1	00	14	63	1363		00	28	32
	29/2	00	25	12	1373		00	50	94
	30/3B	00	10	45	1374		00	31	15
	30/2	00	16	62	Pond In Gat				
	33/5	00	46	40	No. 1374		00	07	78
	33/6	00	12	21	1378		00	14	72
	33/4	00	25	19	1381		00	59	16
	33/2	00	00	35	1383		00	19	57
	33/1	00	01	00	1387		00	22	91
2. Turupu Nayudu-	78	00	71	85	1388		00	13	14
palem	79	00	23	65	1389		00	12	71
3. Tangutur	383	00	41	72	1390		00	07	84
	384	00	36	84	1408		00	01	99
	386	00	35	99	1409		00	03	94
	389	00	25	18	1410		00	00	85
	390	00	24	11	1417		00	01	39
	394	00	09	89	1418		00	38	04
	397	00	31	18	1425		00	66	25
	399	00	27	88	1447		00	05	88
	402	00	03	26	1449		00	23	60
	404	00	69	45	1450		00	63	21

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
3. Tangutur (Contd)	1465	00	08	11	2. K. Bitragunta (Contd)	645	00	03	03
	1484	00	03	95		652	00	52	68
	River In Gat					653	00	31	23
	No. 1487 & 354	01	06	72		682	01	01	29
	403/1	00	19	90		381/2	00	00	75
	403/2	00	00	55		381/3	00	15	67
	407/3	00	28	86		385/4	00	49	46
	418/2	00	00	10		385/2	00	05	56
	418/1	00	61	59		385/3	00	17	86
	519/4	00	15	84		389/1	00	00	96
	582/1	00	38	44		389/2	00	30	09
	582/2	00	11	41		647/1	00	76	00
	1380/2	00	14	76		651/2B1	00	25	60
	1416/2	00	12	50		651/1B2	00	07	41
	1416/1	00	25	15		651/2A	00	81	32
Mandal/Tehsil/Taluk : Zarugumalli District : Prakasam State : Andhra Pradesh					3. Zarugumalli	458	00	05	65
1. Vaviletipadu	90	00	40	51		474	00	36	36
	91	00	43	57		475	00	04	47
	94	00	03	59		483	00	28	17
	97	00	43	09		Palaru River in Gat No. 339 and 487	00	73	67
	98	00	48	23		476/1	00	20	92
	99	00	12	13		476/2	00	01	21
	100	00	06	52		477/2	00	24	55
	254	00	14	98		477/3	00	08	69
	256	00	32	97	4. Nandanavanam	276	00	38	84
	257	00	09	67		279	00	08	20
	258	00	39	13		354	00	16	88
	269	01	25	23		365	00	35	89
	87/2	00	00	25		367	00	64	51
	87/1	00	25	66		369	00	36	92
2. K. Bitragunta	360	00	03	03		372	00	01	62
	361	00	35	69		373	00	32	53
	362	00	48	23		374	00	65	01
	363	00	03	59		390	00	55	63
	364	00	42	21		397	00	73	69
	372	00	03	45		362/5	00	16	56
	374	00	20	84					
	375	00	20	53					
	387	00	26	20					

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
4. Nandanavanam	362/6	00	17	00	1. Palukur (Contd.)	787	00	88	04
(Contd.)	362/3	00	20	37		788	00	49	43
	364/1	00	06	11		790	00	09	16
	364/2	00	50	97		791	00	06	88
	366/1	00	09	74		792	00	08	81
	393/1	00	64	18		1057	00	78	26
	393/4	00	63	80		1058	00	99	58
						1061	00	03	70
Mandal/Tehsil/						727/2	00	23	09
Taluk : Singarayakonda						728/1	00	29	37
1. Kalikivaya	293	00	27	77		728/2	00	21	44
	294	00	42	72		728/3	00	12	26
	375	00	15	43		779/1	00	03	60
	379	00	45	77		779/2	00	02	00
	382	00	50	98		780/1	00	65	62
	383	00	31	64		780/2D	00	46	31
	384	00	03	55		786/5	00	46	30
	381/1	00	24	82		1063/3	00	18	10
	381/2	00	37	23	2. Oguru	27	00	30	42
2. Kanumalla	1	00	01	20		29	00	74	53
	2/1	00	01	93		33	00	35	45
	2/2	00	21	92		43	00	21	80
						71	00	02	13
Mandal/Tehsil/Taluk : Kandukur						77	00	46	34
						78	00	26	49
1. Palukur	729	00	63	19		98	00	05	82
	759	00	04	25		105	00	24	87
	760	01	20	37		111	00	07	13
	762	00	11	86		127	00	00	10
	764	00	26	25		128	00	67	28
	766	00	95	54		129	00	54	04
	767	00	06	30		163	00	61	16
	768	00	00	17		174	00	07	71
	Komati Gunta	00	09	80		421	00	01	38
	in Gat No. 779					28/2	00	00	94
	781	00	09	24		40/4	00	12	89
	782	00	53	28		42/3	00	04	22
	783	00	04	86		42/2	00	30	97
	Pond in Gat	00	05	60		42/1	00	16	59
	No. 783					70/2	00	06	81

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
2. Oguru (<i>Contd.</i>)	70/1	00	10	85	3. Kandukur	1537	00	01	17
	81/1	00	44	82	(<i>Contd.</i>)	1538	00	18	29
	81/3	00	09	55		1572	00	24	33
	81/4	00	21	74		1573	00	02	71
	81/5	00	09	92		1574	00	21	13
	81/6	00	10	16		1579	00	04	52
	82/1	00	14	19		1580	00	75	55
	90/2	00	55	77		1582	00	02	08
	93/3	00	00	10		1587	01	06	73
	93/2	00	43	08		1597	00	29	43
	94/2	00	15	27		1598/3	00	04	75
	94/1	00	06	28		1598/2	00	22	27
	100/3सी	00	40	83		1598/1	00	75	94
	100/3बी	00	01	67		1739/3	00	24	59
	100/1	00	02	25	4. Dondapadu	2	00	04	31
	112/1	00	07	47		8	00	32	97
	112/2	00	14	25		9	00	33	07
	112/3	00	14	06		10	00	63	66
	113/3	00	27	86		14	00	34	01
	113/2	00	12	94		4/4	00	36	77
	113/1	00	07	51		4/5ए	00	00	46
	114/3	00	14	50		4/12	00	16	93
	114/4	00	14	55		4/10	00	01	22
	114/2	00	00	10		4/9ए	00	09	99
	115/1	00	17	80		4/11	00	09	05
	115/2	00	20	75		4/9बी	00	04	17
	116/1	00	00	10		4/3बी	00	07	16
	135/3	00	20	79		4/3ए	00	09	07
	135/2	00	19	32		4/3सी	00	12	70
	135/1	00	17	76		11/1	00	28	59
	162/2	00	23	49	5. Palur	Cart Track in			
	162/3	00	21	34		Gat No. 131	00	05	56
	162/4	00	16	88		132	00	00	10
	173/1	00	33	46		163	00	74	15
	173/2बी	00	39	29		173	00	32	15
	173/4	00	08	78		180	00	17	02
	173/5	00	51	24		182	00	02	32
	422/1	00	04	97		185	00	06	59
	422/2	00	00	13		187	00	34	38
3. Kandukur	1536	00	48	69		133/1	00	01	79

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
5. Palur (Contd.)	133/2	00	16	20	2. Oguru (Contd.)	286	00	61	06
	164/2	00	02	05		303	00	78	91
	164/1	00	30	70		304	00	72	96
	169/1	00	89	73		305	00	03	86
Mandal/Tehsil/Taluk : Ulavapadu District : Prakasam					Lachi Gunta				
State : Andhra Pradesh					in Gat No. 305				
1. Atmakuru	11	00	22	26		306	00	19	24
	32	00	54	00		308	00	27	73
	33	00	65	45		309	00	80	82
	378	00	13	78		276/1	00	16	05
	381	01	00	48		276/2	00	13	81
	431	00	03	30		284/1	00	00	44
	2/4	00	95	86		285/2	00	75	48
	2/5	00	30	70		285/1	00	01	12
	3/1	01	25	70	3. Baddepudi	22	00	68	85
	9/3	00	17	33		27	00	37	63
	9/5	00	29	30		28	00	12	41
	10/1	00	08	31		29	00	04	89
	10/2	00	13	74		31	00	49	59
	10/3	00	10	95		45	00	42	59
	12/1	00	04	01		46	00	07	84
	12/2	00	15	15		48	00	09	12
	12/3	00	21	64		49	00	33	71
	19/1	00	09	77		51	00	12	06
	19/2	00	15	76		73	00	00	83
	22/3	00	21	94		74	00	04	75
	22/4	00	00	94		75	00	09	13
	22/5	00	14	31		76	00	51	64
	22/6B	00	10	26		77	00	36	57
	22/8	00	06	09		83	00	24	75
	22/7	00	04	19		84	00	09	80
	22/12	00	20	29		358	00	06	00
	377/1	00	00	13		359	00	22	14
	428/1	00	58	74		360	00	30	85
2. Bhimavaram	Manneru River					361	00	42	96
	in Gat No. 267	00	56	01		367	00	62	70
	271	00	33	85		374	00	13	37
	272	00	25	13		375	00	13	25
	273	00	40	14		376	00	12	84
	277	00	22	28		392	00	44	23

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
3. Baddepudi	396	00	29	56	2. Gudlur (Contd.)	868	00	31	82
(Contd.)	397	00	21	85		895	00	02	59
	398	00	00	95		896	00	93	81
	401	00	04	91		897	00	09	84
	404	00	21	89		918	00	45	52
	406	00	35	90		926	00	11	27
	407	00	00	35		724/4	00	02	07
	411	00	24	05		724/9	00	00	19
	590	00	39	31		724/5	00	02	74
	17/2	00	17	95		724/1	00	08	60
	17/3	00	12	63		724/6	00	02	07
	23/1	00	33	45		724/7	00	01	42
	23/2	00	00	84		839/1A	00	09	45
	47/2	00	32	78		839/1B	00	02	49
	368/1	00	23	68		839/2	00	13	14
	369/1	00	24	27		839/3A	00	05	12
	369/6	00	42	96		839/4B	00	09	64
	412/1	00	24	00		839/3B	00	02	64
	412/2	00	08	47		839/4A	00	07	69
Mandal/Tehsil/Taluk : Gudlur District : Prakasam						866/1	00	15	68
State : Andhra Pradesh						866/2	00	18	48
1. Kothapeta	252	00	18	33		866/3	00	24	23
	253	00	14	61		873/2A	00	05	50
	Nala in Gat					873/2B	00	18	22
	No. 253	00	02	17		873/2C	00	27	67
	254	00	05	80		909/1	00	00	57
	255	01	04	12		914/1	00	54	91
	256	00	26	10		915/4	00	08	75
	276	00	03	03		915/5	00	08	27
	277	00	17	91		915/6	00	09	09
	278	00	74	60		915/7	00	09	08
	279	00	01	51		915/1	00	07	63
2. Gudlur	719	05	06	34		915/2	00	08	45
	725	00	12	40		915/3	00	08	38
	729	00	12	78	3. Ammavari Palem	1	00	10	33
	834	00	93	34		13	00	42	91
	837	00	45	11		18	00	13	28
	840	00	39	58		22	00	00	43
	842	00	00	10		58	00	06	09
	867	00	83	19		70	00	46	25

(1)	(2)	(3)	(4)	(5)	(1)	(2)	(3)	(4)	(5)
3. Ammavari Palem	81	01	57	16	3. Ammavari Palem	46/7	00	05	01
(Contd.)	107	00	39	71	(Contd.)	46/8	00	01	62
	131	00	50	29		46/9	00	16	00
	137	00	04	10		48/1	00	01	60
	138	00	31	44		48/2	00	01	07
	147	00	13	25		48/3	00	00	91
	228	00	00	99		56/3	00	11	00
	229	00	11	14		56/4	00	08	27
	231	00	09	90		56/11	00	11	97
	243	01	13	24		57/5	00	03	23
	244	99	27	66		57/4	00	02	59
	4/1	00	13	40		57/10	00	09	09
	4/2	00	13	88		57/11	00	11	89
	4/3	00	12	17		79/3	00	22	42
	4/4	00	11	43		79/2	00	03	58
	4/5	00	07	19		80/3	00	02	82
	4/6	00	02	93		80/4	00	09	66
	7/3	00	10	20		97/2	00	13	70
	7/11	00	07	66		97/6	00	01	87
	7/5	00	01	74		97/3	00	20	61
	12/1	00	03	38		98/2	00	06	91
	12/2	00	05	43		98/3	00	35	76
	12/3	00	07	80		100/1	00	39	35
	12/4	00	06	34		102/11	00	58	93
	12/5	00	09	17		106/2	00	07	53
	12/6	00	01	02		106/11	00	08	11
	21/1	00	23	26		106/12	00	03	24
	21/2	00	01	44		106/15	00	07	44
	21/3	00	06	93		106/3	00	11	65
	21/4	00	09	02		133/1	00	37	87
	21/5	00	07	49		133/3	00	26	53
	21/7	00	00	68		133/2	00	01	75
	21/8	00	04	02		133/8	00	01	70
	21/9	00	04	89		136/3	00	20	57
	21/10	00	04	47		136/2	00	04	04
	40/1	00	03	95		136/1	00	26	57
	40/2	00	22	21		230/1	00	07	41
	41/1	00	25	30		233/1	00	01	45
	41/2	00	13	22		233/2	00	05	24
	41/3	00	08	17		235/2	00	03	86
	43/1	00	02	96					
	46/4	00	14	30					
	46/5	00	04	56					

[F. No. L-14014/31/2009-GP.]

K. K. SHARMA, Under Secy.

श्रम एवं रोजगार मंत्रालय

(खान सुरक्षा महानिदेशालय)

धनबाद, 2 फरवरी, 2011

का. आ. 1028.—मैं, मुख्य खान निरीक्षक जिन्हें खान सुरक्षा महानिदेशक के रूप में भी पदनामित किया गया है, खान अधिनियम, 1952 की धारा (6) की उप-धारा (3) में प्रदत्त शक्तियों के तहत दिनांक 15-11-2009 को भारत के राजपत्र के भाग II के खण्ड (3) के उप-खण्ड (ii) में प्रकाशित दिनांक 6-11-2009 (एस-29022/1/2009-सामान्य/3423) के का.आ. सं. 3177 का आंशिक संशोधन करते हुए एतद्वारा मध्य प्रदेश के सिंगरौली जिला की वाराणसी क्षेत्र के अन्तर्गत समाविष्ट किये जाने की घोषणा करता हूँ।

[सं. एस-29022/1/2009-सामान्य/555]

सतीश पुरी, मुख्य खान निरीक्षक एवं खान सुरक्षा महानिदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

(Directorate-General of Mines Safety)

Dhanbad, the 2nd February, 2011

S.O. 1028.—In exercise of the powers conferred on the Chief Inspector of Mines also designated as Director General of Mines Safety under sub-section (3) of Section (6) of the Mines Act, 1952, I, hereby modify the S.O. No. 3177 dated 6-11-2009 (S-29022/1/2009-Gen/3423) published in Part II, Section (3), Sub-section (ii) of the Gazette of India dated 15-11-2009 and declare that Singrauli District of the State of Madhya Pradesh shall be within the jurisdiction of Varanasi Region.

[No. S-29022/1/2009/Gen/555]

SATISH PURI, Chief Inspector of Mines and Director General of Mines Safety

नई दिल्ली, 18 मार्च, 2011

का. आ. 1029.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दक्षिण-पूर्व रेलवे के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 9/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-3-2011 को प्राप्त हुआ था।

[सं. एल-41012/57/2006-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 18th March, 2011

S.O. 1029.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 9/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the

Industrial Dispute between the employers in relation to the management of S.E. Railway and their workman, which was received by the Central Government on 17-3-2011.

[No. L-41012/57/2006-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR****PRESENT:**

Shri J. Srivastava,
Presiding Officer, C.G.I.T.-cum-Labour Court,
Bhubaneswar

Industrial Dispute Case No. 9/2007

Date of Passing Award—8th March, 2011

BETWEEN:

The Management of the Divisional Railway
Manager (Engineering) S.E. Railway,
Chakradharpur, Distt. Singhbhum (East),
Singhbhum ... 1st Party-Management

AND

Their workman Shri Champana Bairagi,
Qr. No. T3/6, Railway Colony,
At/P.O. Kalunga, Distt. Sundargarh
... 2nd Party-Workman

APPEARANCES:

Shri C. B. Jena, : For the 1st Party—
Chief Law Assistant Management

None : For the 2nd Party—
Workman

AWARD

The Government of India in the Ministry of Labour has referred an industrial dispute existing between the employers in relation to the Management of South Eastern Railway, Chakradharpur and their workman in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2-A of Section 10 of the Industrial Disputes Act, 1947 vide their letter No. L-41012/57/2006-IR (B-I) dated 12-2-2007.

2. The matter under dispute is mentioned under the Schedule of the letter of reference which reads as under :

“Whether the action of the management of S.E. Railway, Chakradharpur, Distt. Singhbhum by not sanctioning leave from 7-3-2006 to 11-3-2006 and not allowing duty from 12-3-2006 to 16-5-2006 to Shri Champana Bairagi, Senior Trackman, Gang

No. 70, Kalunga is justified and the demand of the workman for full back wages for the above period is justified? If not, what relief the workman is entitled to?"

3. The 2nd Party-workman in pursuance of the letter of reference has filed his statement of claim in which he has stated that he went to his village on 7-3-2006 to bring back his school going children for appearing in annual examination after submitting leave application on 6-3-2006 for sanction of leave from 7-3-2006 to 11-3-2006 before Shri Debabrata Mandal, Junior Engineer-II, P.W.I., Kalunga. He again sent a leave application through E-Post to Mr. J. Sahu, the Section Engineer just after reaching his village Chhatrapur on 8-3-2006 apprehending the mischievous and vindictive nature of Shri Mandal. On coming back to Kalunga he went to attend his duty on 12-3-2006, but Shri Debabrata Mandal, Junior Engineer-II, P.W.I. did not allow him to join duty and also denied of having received any leave application of the 2nd Party-workman on 6-3-2006. Then the 2nd Party-workman wrote another leave application on 12-3-2006 for sanction of five days leave and handed it over to Shri Mandal, but he forwarded it with certain remarks and post dated it on 16-3-2006 instead of 12-3-2006 with intention to harass him. When he was not allowed to join his duty, he approached the higher authorities. On being refused employment he brought the matter to the notice of the Regional Labour Commissioner (Central), Rourkela. Subsequently he was reinstated and then he joined his duties on 17-5-2006. But he was not paid wages for the period from 7-3-2006 to 16-5-2006. Therefore, prayer is made to release the wages for the period from 7-3-2006 to 16-5-2006 alongwith service benefits.

4. The 1st Party-Management has denied all the allegations in their written statement and stated that the 2nd Party-workman has not submitted any application for leave on 6-3-2007 to Shri Mandal. Shri Mandal was not the leave sanctioning authority of the 2nd Party-workman. He should have got his leave sanctioned from the competent authority, i.e. Mr. J. Sahu before leaving the headquarters. Mr. Sahu was present at the headquarters on 6-3-2007 and 7-3-2007. The E-Post was received by the addressee on 17-3-2006 after arrival of the 2nd Party-workman. The application dated 12-3-2006 was actually submitted on 16-3-2006 to Shri Mandal and then to Shri Sahu which was forwarded on the same date. The 2nd Party-workman is a habitual absentee and remains absent without any information/authority in most of the days of a month. He did not join his duties even after Shri Mohapatra sent two staff members at his residence with a letter on 29-4-2006 which he refused to receive. He was again sent a registered letter on 4-5-2006 advising him to join duty which was also refused by him. Thus the 2nd Party-workman had remained absent from duty un-authorizedly from 7-3-2006 to 16-5-2006. Therefore, he is not entitled for any wages for the period of his absence.

5. On the points of dispute issues were framed in the case. But the 2nd Party-workman chose to remain absent on later dates. Hence the case was set ex parte against him on 1-12-2008.

6. The 1st Party-Management examined Shri Debabrata Mandal as M.W.-1 and filed certain documents marked as Exts.-1, 2 and 2/1. Some other documents filed by the 1st Party-Management have not been proved and exhibited. The 2nd Party-workman has also filed certain documents as part of his statement of claim, but those documents have not proved and marked exhibits. As such they cannot be read in evidence.

7. The 2nd Party-Workman has to prove his case pertaining to claim of wages for the alleged period of leave from 7-3-2006 to 11-3-2006 and also for the period from 12-3-2006 to 16-5-2006 when he was disallowed to attend his duties by the 1st Party-Management. But he has not produced any evidence in support of his claim. The documents filed by him in themselves do not go to prove his case as they are either in the shape of xerox copies or type written. Their genuinity cannot be presumed for want of proof as the 1st Party-Management has denied the submission of various applications of leave on the dates mentioned therein as alleged by the 2nd Party-workman. On the contrary the oral evidence of M.W.-1. Shri Debabrata Mandal goes to show that the 2nd Party-workman had not given him any leave application on 6-3-2006 and he remained absent from 7-3-2006 to 15-3-2006 without any leave application. On 16-3-2006 the 2nd Party-workman came to this witness for work and then gave him an application for leave from 7-3-2006 to 11-3-2006 only, but has not applied for any leave from 12-3-2006 to 15-3-2006. He forwarded his application to his higher authority for sanction. He did not allow him to join duty on 16-3-2006 as his higher authority had not passed any order permitting the 2nd Party-workman to join his duty. Thereafter the 2nd Party-workman did not report for duty, though he was informed to join duty vide Ext. 1 and Ext. 2/1. Meanwhile the 2nd Party-workman raised an industrial dispute before the Asstt. Labour Commissioner (Central) and during the conciliation proceeding he was permitted to join duties on 17-5-2006. Thus the 2nd Party-workman has remained absent from duty from 7-3-2006 to 16-5-2006 and, therefore, he is not entitled to any wages for the above period.

8. The ex parte evidence led by the 1st Party-Management virtually establishes the fact that the 2nd Party-workman has remained absent unauthorizedly and without prior sanction of leave from 7-3-2006 to 16-5-2006. As such he cannot claim any wages for the period of unauthorized absence from duty. Therefore, it is held that the action of the Management of S.E. Railway, Chakradharpur, Distt. Singhbhum is justified and well within his right in disallowing the 2nd Party-workman to wages

for the period from 7-3-2006 to 16-5-2006 and not allowing him to join his duty without sanction of leave from 12-3-2006 to 16-5-2006.

9. The reference is answered accordingly.

Dictated and Corrected by me.

J. SRIVASTAVA, Presiding Officer

नई दिल्ली, 18 मार्च, 2011

का. आ. 1030.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (एलसीआईडी संख्या 38/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-03-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर(सी-II)]

डी. एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 18th March, 2011

S.O. 1030.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 38/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 18-03-2011.

[No. L-22013/1/2011-IR(C-II)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Monday the Tenth day of January, Two Thousand and Eleven

PRESENT:

1. Sri T. Pattabhi Rama Rao : Presiding Officer
2. Sri C. Niranjan Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006, dt. 22-08-2006)

In the matter of case LCID No. 38/2008

PLAC 8/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN:

Avula Lingaiah, (EC No. 2597192), S/o Ellaiah, aged about 50 years,
Ex-Coal Filler at MK-4 Incline,
Singareni Collieries Company Limited,
Mandamarri Area, Mandamarri,
Adilabad Distt.

... Petitioner

AND

1. The Singareni Collieries Company Limited,
Rep. by its General Manager,
Mandamarri Area, Mandamarri,
Adilabad District.

2. The Dy. General Manager,
MK-4 Incline, Singareni Collieries
Company Limited, Mandamarri Area,
Mandamarri, Adilabad Distt.

... Respondents

This case is coming up before the Lok Adalat on 10-01-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel, Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his counsel, Sri P.A.V.V.S. Sarma on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following :

AWARD

Under Section 21 of the L.S.A. Act, 1987

The Petitioner having agreed to the detailed proposals of the Management [Clauses (a) to (g)], the contents of which are read over and explained to him in his language and agreed by him by signing the proposal sheet (enclosed to the Award), the Respondent is directed to take him back to duty forthwith as, Badli Coal Filler afresh wherever coal filling is available.

This LCID is disposed of accordingly.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the members of this Lok Adalat Bench.

Sd/-

Sd/-

Signature of Applicant(s) Signature of Respondent(s)

Sd/-

Signature of Counsel for Applicant(s)

Sd/-

Signature of Counsel for Respondent(s)

Sd/-

Sd/-

Sd/-

Signature of Presiding Officer & Members of Bench.

Note : This Award is final and binding on all the parties and no appeal shall lie to any court as per Sec. 21(2) of the LSA Act, 1987.

T. PATTABHI RAMARAO, Presiding Officer
**BEFORE THE CENTRAL GOVERNMENT
 INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
 HYDERABAD**
LCID No. 38/2008

Proposals of the management :

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of Singareni Collieries Co. Ltd. agrees to put forth the following proposals :

- (a) Absenteeism cases pending before Tribunal as fresh appointment as Badli Coal Filler without back wages and continuity of service subject to medical fitness by Company Medical Board.
- (b) At least 100 musters in any of the two years of preceding 5 years of the dismissal.
- (c) Only Absenteeism dismissal cases will be considered, provided the dispute is raised within 3 years from the date of dismissal from service.
- (d) Irrespective of past designations appointment as Badli Coal Filler afresh on Coal filling where coal filling is available and need not be the same place where the workman was last employed.
- (e) The observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any short fall of attendance during the 3 months period, the services will be terminated without any further notice and enquiry.
- (f) Any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.
- (g) All other usual terms and conditions of appointment will be applicable i.e. transfer, hours of work, days of rest, holidays etc., for appointment afresh.

The Hon'ble Members may kindly take note of the above and pass consent award under Section 21 of LSA Act, 1987.

नई दिल्ली, 18 मार्च, 2011

क्रा. आ. 1031.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (एलसीआईडी संख्या 37/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-03-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर(सी-II)]
 डी. एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 18th March, 2011

S.O. 1031.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 37/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 18-03-2011.

[No. L-22013/1/2011-IR(C-II)]
 D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Monday the Tenth day of January, Two Thousand and Eleven

PRESENT :

1. Sri T. Pattabhi Rama Rao : Presiding Officer
2. Sri C. Niranjan Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006, dt. 22-08-2006)

In the matter of case LCID No. 37/2009

PLAC 7/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN :

Kotha Srinivas, (EC No. 2912033), S/o Lachaiiah, aged about 36, years
 Ex-Badli Filler, RK-7 Incline,
 Singareni Collieries Company Limited,
 Srirampur Area, Srirampur,
 Adilabad Distt.

... Petitioner

AND

1. The Singareni Collieries Company Limited, Rep. by its General Manager,
 Srirampur Area, Srirampur,
 Adilabad Distt.

2. The Dy. General Manager,
RK-7 Incline, Singareni Collieries
Company Limited, Srirampur Area,
Srirampur, Adilabad Distt. . . . Respondents

This case is coming up before the Lok Adalat on 10-01-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel, Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his counsel, Sri P.A.V.V.S. Sarma on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following :

AWARD

Under Section 21 of the L.S.A. Act, 1987

The Petitioner having agreed to the detailed proposals of the Management [Clauses (a) to (g)], the contents of which are read over and explained to him in his language and agreed by him by signing the proposal sheet (enclosed to the Award), the Respondent is directed to take him back to duty forthwith as, Badli Coal Filler afresh wherever coal filling is available.

This LCID is disposed of accordingly.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the members of this Lok Adalat Bench.

Sd/-

Sd/-

Signature of Applicant(s) Signature of Respondent(s)

Sd/-

Signature of Counsel for Applicant(s)

Sd/-

Signature of Counsel for Respondent(s)

1. Sd/-

2. Sd/-

3. Sd/-

Signature of Presiding Officer & Members of Bench.

Note : This Award is final and binding on all the parties and no appeal shall lie to any court as per Sec. 21(2) of the LSA Act, 1987.

T. PATTABHI RAMARAO, Presiding Officer

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
HYDERABAD**

LCID No. 37/2009

Proposals of the management :

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of

Singareni Collieries Co. Ltd. agrees to put forth the following proposals :

- (a) Absenteeism cases pending before Tribunal as fresh appointment as Badli Coal Filler without back wages and continuity of service subject to medical fitness by Company Medical Board.
- (b) At least 100 musters in any of the two years of the preceding 5 years of the dismissal.
- (c) Only Absenteeism dismissal cases will be considered, provided the dispute is raised within 3 years from the date of dismissal from service.
- (d) Irrespective of past designations appointment as Badli Coal Filler afresh on Coal filling where coal filling is available and need not be the same place where the workman was last employed.
- (e) The observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any short-fall of attendance during the 3 months period, the services will be terminated without any further notice and enquiry.
- (f) Any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.
- (g) All other usual terms and conditions of appointment will be applicable i.e. transfer, hours of work, days of rest, holidays etc., for appointment afresh.

The Hon'ble Members may kindly take note of the above and pass consent award under section 21 of LSA Act, 1987.

नई दिल्ली, 18 मार्च, 2011

का. आ. 1032.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (एलसीआईडी संख्या 35/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-03-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर(सी-II)]
डी. एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 18th March, 2011

S.O. 1032.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 35/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 18-03-2011.

[No. L-22013/1/2011-IR(C-II)]
D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Monday the Tenth day of January, Two Thousand and Eleven

PRESENT:

1. Sri T. Pattabhi Rama Rao : Presiding Officer
2. Sri C. Niranjana Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006, dt. 22-08-2006)

In the matter of case No. LCID No. 35/2009

PLAC 5/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN:

Golla Posham, (E. No. 2329280), S/o Golla Beemaiah, aged about 41 years,
Ex-Coal Filler at SRP-1 Incline,
Singareni Collieries Company Limited,
Srirampur Area, Srirampur,
Adilabad Distt. Petitioner

AND

1. The Singareni Collieries Company Limited,
Rep. by its General Manager,
Srirampur Area, Srirampur,
Adilabad Distt.
2. The Superintendent of Mines,
SRP-1 Incline, Singareni Collieries
Company Limited, Srirampur Area,
Srirampur, Adilabad Distt. Respondents

This case is coming up before the Lok Adalat on 10-01-2011 for settlement in the presence of the applicant

appearing in person/represented by his counsel, Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his counsel, Sri P.A.V.V.S. Sarma on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following :

AWARD

Under Section 21 of the L.S.A. Act, 1987

The Petitioner having agreed to the detailed proposals of the Management [Clauses (a) to (g)], the contents of which are read over and explained to him in his language and agreed by him by signing the proposal sheet (enclosed to the Award), the Respondent is directed to take him back to duty forthwith as, Badli Coal Filler afresh wherever coal filling is available.

This LCID is disposed of accordingly.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the members of this Lok Adalat Bench.

Sd/- Sd/-

Signature of Applicant(s) Signature of Respondent(s)

Sd/-

Signature of Counsel for Applicant(s)

Sd/-

Signature of Counsel for Respondent(s)

1. Sd/-

2. Sd/-

3. Sd/-

Signature of Presiding Officer & Members of Bench.

Note : This Award is final and binding on all the parties and no appeal shall lie to any court as per Sec. 21(2) of the LSA Act, 1987.

T. PATTABHI RAMA RAO, Presiding Officer

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
HYDERABAD**

LCID No. 35/2009

Proposals of the management :

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of Singareni Collieries Co. Ltd. agrees to put forth the following proposals :

- (a) Absenteeism cases pending before Tribunal as fresh appointment as Badli Coal Filler without back wages and continuity of service subject to medical fitness by Company Medical Board.

- (b) At least 100 musters in any of the two years of preceding 5 years of the dismissal.
- (c) Only Absenteeism dismissal cases will be considered, provided the dispute is raised within 3 years from the date of dismissal from service.
- (d) Irrespective of past designations appointment as Badli Coal Filler afresh on Coal filling where coal filling is available and need not be the same place where the workman was last employed.
- (e) The observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any short-fall of attendance during the 3 months period, the services will be terminated without any further notice and enquiry.
- (f) Any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.
- (g) All other usual terms and conditions of appointment will be applicable i.e. transfer, hours of work, days of rest, holidays etc. for appointment afresh.

The Hon'ble Members may kindly take note of the above and pass consent award under Section 21 of LSA Act, 1987.

नई दिल्ली, 18 मार्च, 2011

का. आ. 1033.—औद्योगिक विवाद-अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (एलसीआईडी संदर्भ संख्या 30/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-3-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर(सी-II)]
डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 18th March, 2011

S.O. 1033.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 30/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad now as shown in the Annexure in the industrial dispute between the employers in relation

to the management of SCCL and their workman, which was received by the Central Government on 18-3-2011.

[No. L-22013/1/2011-IR(C-II)]
D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Monday the Tenth day of January, Two Thousand and Eleven

PRESENT:

1. Sri T. Patabhi Rama Rao : Presiding Officer
2. Sri C. Niranjana Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006, dt. 22-8-2006)

In the matter of case LCID No. 30/2009

PLAC 4/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN

Dharawath Mohan,
S/o Dharma,
aged about 36 years, Ex-Coal Filler at
RK-6 Incline,
Singareni Collieries Company Limited,
Srirampur Area, Srirampur,
Adilabad Dist., ... Petitioner

AND

1. The Singareni Collieries Company Ltd.,
Rep. by its General Manager,
Srirampur Area, Srirampur,
Adilabad District
2. The Superintendent of Mines,
RK-6, Incline, Singareni Collieries
Company Limited,
Srirampur, Adilabad Dist ... Respondents

This case is coming up before the Lok Adalat on 10-1-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel, Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his counsel, Sri M.V. Hanumantha Rao on a perusal of the case record, after considering and

hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following :

AWARD

Under Section 21 of the L.S.A. Act, 1987

The Petitioner having agreed to the detailed proposals of the Management [Clauses (a) to (g)], the contents of which are read over and explained to him in his language and agreed by him by signing the proposal sheet (enclosed to the Award), the Respondent is directed to take him back to duty forthwith as, Badli Coal Filler afresh wherever coal filling is available.

This LCID is disposed of accordingly.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the members of this Lok Adalat Bench.

Sd/-
Signature of Applicant(s) Sd/-
Signature of Respondent(s)

Sd/-
Signature of Counsel
for Applicant(s) Sd/-
Signature of Counsel
for Respondent(s)

1. Sd/- 2. Sd/- 3. Sd/-

Signature of Presiding Officer & Members of the Bench.

Note : This Award is final and binding on all the parties and no appeal shall lie to any court as per Sec. 21(2) of the LSA Act, 1987.

T. PATTABHI RAMA RAO, Presiding Officer

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
HYDERABAD**

LCID No. 30/2009

PROPOSALS OF THE MANAGEMENT

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of Singareni Collieries Co. Ltd. agrees to put forth the following proposals :

- Absenteeism cases pending before Tribunal as fresh appointment as Badli Coal Filler without back wages and continuity of service subject to medical fitness by Company Medical Board.
- At least 100 musters in any of the two years of the preceding 5 years of the dismissal.
- Only Absenteeism dismissal cases will be considered, provided the dispute is raised within 3 years from the date of dismissal from service.

(d) Irrespective of past designations appointment as Badli Coal Filler afresh on Coal filling where coal filling is available and need not be the same place where the workman was last employed.

(e) The observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any short fall of attendance during the 3 months period, the services will be terminated without any further notice and enquiry.

(f) Any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.

(g) All other usual terms and conditions of appointment will be applicable i.e. transfer, hours of work, days of rest, holidays etc., for appointment afresh.

The Hon'ble Members may kindly take note of the above and pass consent award under Section 21 of LSA Act, 1987.

नई दिल्ली, 18 मार्च, 2011

का. आ. 1034.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (एलसीआईडी संदर्भ संख्या-130/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-3-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर(सी-11)]
डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 18th March, 2011

S.O. 1034.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 130/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad now as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 18-3-2011.

[No. L-22013/1/2011-IR(C-11)]
D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE**IN THE LOK ADALAT**

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Monday, the Tenth day of January, Two Thousand and Eleven

PRESENT:

1. Sri T. Pattabhi Rama Rao : Presiding Officer
2. Sri C. Niranjan Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006, dt. 22-8-2006)

In the matter of case LCID No. 130/2006

PLAC 21/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN

Ramilla Saraiah (EC No. 2640806),
S/o Mallaiah,
aged about 34 years, Worked as Coal Filler at
RK-1A Incline, SCCL,
Mandamarri,
Adilabad Dist. ... Petitioner

AND

1. The Singareni Collieries Company Ltd.,
Rep. by its General Manager,
Mandamarri Area, Post : Kalyankhani,
Adilabad District.
2. The Superintendent of Mines,
RK-1A, Incline, Singareni Collieries
Company Limited,
Mandamari Area,
Adilabad District ... Respondents

This case is coming up before the Lok Adalat on 10-1-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel, Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his counsel, Sri PAVVS Sarma on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following :

AWARD

Under Section 21 of the L.S.A. Act, 1987

The Petitioner having agreed to the detailed proposals of the Management [Clauses (a) to (f)], the

contents of which are read over and explained to him in his language and agreed by him by signing the proposal sheet (enclosed to the Award), the Respondent is directed to take him back to duty forthwith as, Badli Coal Filler afresh wherever coal filling is available.

This LCID is disposed of accordingly.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the members of this Lok Adalat Bench.

Sd/-	Sd/-
Signature of Applicant(s)	Signature of Respondent(s)
Sd/-	Sd/-
Signature of Counsel for Applicant(s)	Signature of Counsel for Respondent(s)

Signature of Presiding Officer & Members of Bench

1. Sd/-	2. Sd/-	3. Sd/-
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Note : This Award is final and binding on all the parties and no appeal shall lie to any court as per Sec. 21(2) of the LSA Act, 1987.

T. PATTABHI RAMA RAO, Presiding Officer

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
HYDERABAD**

LCID No. 130/2006

PROPOSALS OF THE MANAGEMENT

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of Singareni Collieries Co. Ltd. agrees to put forth the following proposals :

- (a) Absenteeism cases pending before Tribunal as fresh appointment as Badli Coal Filler without back wages and continuity of service subject to medical fitness by Company Medical Board.
- (b) At least 100 musters in any of the two years of the preceding 5 years of the dismissal.
- (c) Only Absenteeism dismissal cases will be considered, provided the dispute is raised within 3 years from the date of dismissal from service.
- (d) Irrespective of past designations appointment as Badli Coal Filler afresh on coal filling where coal filling is available and need not be the same place where the workman was last employed.
- (e) The observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any short-fall of attendance during the 3 months period,

the services will be terminated without any further notice and enquiry.

(f) Any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.

(g) All other usual terms and conditions of appointment will be applicable i.e. transfer, hours of work, days of rest, holidays etc., for appointment fresh.

The Hon'ble Members may kindly take note of the above and pass consent award under section 21 of LSA Act, 1987.

Sd/-

Sd/-
AGM (LAW), Hyderabad

नई दिल्ली, 18 मार्च, 2011

का. आ. 1035.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (एलसीआईडी संख्या 142/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-3-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर(सी-II)]
डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 18th March, 2011

S.O. 1035.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 142/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 18-3-2011.

[No. L-22013/1/2011-IR(C-II)]
D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Monday, the Tenth day of January, Two Thousand and Eleven

PRESENT :

1. Sri T. Pattabhi Rama Rao : Presiding Officer
2. Sri C. Niranjan Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006, dt. 22-8-2006)

In the matter of case No. LCID No. 142/2006

PLAC 23/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN

Kandhi Tirupathi, (EC No. 2815817),
S/o Mondaiah,
aged about 43 years, Worked as Coal Filler at
RK-7 Incline,
Singareni Collieries Company Limited,
Srirampur Area,
Adilabad Dist. ... Petitioner

AND

1. The Singareni Collieries Company Ltd.,
Rep. by its General Manager,
Srirampur Area, Srirampur,
Adilabad District
2. The Dy. General Manager,
RK-7, Incline, Singareni Collieries
Company Limited,
Srirampur,
Adilabad District ... Respondents

This case is coming up before the Lok Adalat on 10-1-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel. Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his counsel, Sri PAVVS Sarma on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following :

AWARD

Under Section 21 of the L.S.A. Act, 1987

The Petitioner having agreed to the detailed proposals of the Management [Clauses (a) to (g)], the contents of which are read over and explained to him in his language and agreed by him by signing the proposal sheet (enclosed to the Award), the Respondent is directed to take him back to duty forthwith as Badli Coal Filler afresh wherever coal filling is available.

This LCID is disposed of accordingly.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the members of this Lok Adalat Bench.

Sd/- Signature of Applicant(s) Sd/- Signature of Respondent(s)

Sd/- Signature of Counsel for Applicant(s) Sd/- Signature of Counsel for Respondent(s)

Signature of Presiding Officer & Members of Bench

1. Sd/- 2. Sd/- 3. Sd/-

Note : This Award is final and binding on all the parties and no appeal shall lie to any court as per Sec. 21(2) of the LSA Act, 1987.

T. PATTABHI RAMA RAO, Presiding Officer

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
HYDERABAD**

LCID No. 142/2006

PROPOSALS OF THE MANAGEMENT

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of Singareni Collieries Co. Ltd. agrees to put forth the following proposals :

- (a) Absenteeism cases pending before Tribunal as fresh appointment as Badli Coal Filler without back wages and continuity of service subject to medical fitness by Company Medical Board.
- (b) At least 100 musters in any of the two years of preceding 5 years of the dismissal.
- (c) Only Absenteeism dismissal cases will be considered, provided the dispute is raised within 3 years from the date of dismissal from service.
- (d) Irrespective of past designations appointment as Badli Coal Filler afresh on Coal filling where coal filling is available and need not be the same place where the workman was last employed.
- (e) The observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any short-fall of attendance during the 3 months period, the services will be terminated without any further notice and enquiry.
- (f) Any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.

- (g) All other usual terms and conditions of appointment will be applicable i.e. transfer, hours of work, days of rest, holidays etc., for appointment afresh.

The Hon'ble Members may kindly take note of the above and pass consent award under section 21 of LSA Act, 1987.

Sd/-

Sd/-
AGM (LAW), Hyderabad

नई दिल्ली; 18 मार्च, 2011

का. आ. 1036.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सेन्ट्रल डब्ल्यू. सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या 257/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-3-2011 को प्राप्त हुआ था।

[सं. एल-22012/58/2000-आई आर (सी-II)]
डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 18th March, 2011

S.O. 1036.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 257/2000) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of WCL and their workman, which was received by the Central Government on 18-3-2011.

[No. L-22012/58/2000-IR(C-II)]
D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT, NAGPUR**

Case No. CGIT/NGP/257/2000

Date : 9-3-2011

Party No. 1 : The General Manager (W).
Nandan Washery of WCL, Post Office
Damua, District Chhindwara (M.P.)

Versus

Party No. 2 : The General Secretary,
Bhartiya Koyala Khadan Mazdoor
Sangh, (BMS), Vishwakarma Bhawan,
Post Parasias, Distt. Chhindwara.

AWARD**(Dated : 9th March, 2011)**

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947, (14 of 1947), the Central Government has referred the industrial dispute between the employers in relation the management of General Manager (W), WCL and their workman, Shri Mohd. Shakil Parvej for adjudication, as per letter No. L-22012/58/2000-IR (CM-II) dated 25/29-8-2000, with the following Schedule :

“Whether the action of the General Manager (W), Nandan Washeri of WCL, Kanhan Area, PO Damua, Distt. Chhindwara (M.P.) in not regularizing/promoting Shri Mohd. Shakil Parvej S/o. Shri Gulamuddin as Tyndal in Category-IV w.e.f. 23-10-1989 is justified ? If not, to what relief the workman is entitled ?”

2. Being noticed, the workman, Shri Mohd. Shakil Parvej (“the workman” in short) filed his statement of claim through his union and the management of Western Coalfield Limited (“the Party No. 1” in short) filed its written statement.

3. The case of the workman is that the workman was selected to undergo training as Tyndal Category-II alongwith others for two years in the year 1987 and he completed the training period successfully alongwith other trainees and after completion of the training, all other trainees, except himself and one Shri Ashok, were regularized as Tyndal Category-IV vide Office Order No. NW/6602/2048, dated 22/23-10-1989 and Shri Ashok was also designated as Tyndal Category-IV alongwith his other batch mates, with notional seniority and fixation benefits w.e.f. 23-10-1989, but he was not regularized as Tyndal Category-IV, so the matter was taken up at I.R. Forum at area level discussion under item No. 19 of record note of discussion held on 19-10-1995 and when all the efforts to get him regularized as Tyndal Category-IV failed, the union raised the industrial dispute in the conciliation machinery, but that too ended in failure resulting the present reference. Prayer has been made by the workman to hold the action of the management in not regularizing/promoting him as Tyndal category-IV to be unjust and illegal and for a direction for his regularization as Tyndal Category-IV, as per with other trainees.

4. The party No. 1 in its written statement has pleaded inter alia that the workman was appointed as a daily piece rated worker on 11-11-1983 at Damua colliery and in 1987, there was shortage of Tyndals, so the management decided to select Tyndals from the workmen already employed by it and accordingly, formed a selection

committee and the workman applied for his selection for the post of Tyndal and he was interviewed by the selection committee and was selected for training of Tyndal Cat.-II and one of the conditions for selection was that the employees so selected for training period would be observed during the training period and the training period was for two years, but the performance of the workman was unsatisfactory and he was also not attaining the duties regularly, so management issued several letters to the workman including a letter dated 12/19-2-1989, in order to give him an opportunity to improve his performance but the workman did not improve his performance, so he was not regularized to the post of Tyndal Cat.-IV. It is the further case of Party No. 1 that the workman did not perform the duties of Tyndal even during the training period and did not show any interest in carrying out the duties of Tyndal, therefore, the management at the instance of the workman and the trade union, allotted the duties of Pumper to the workman, which he is doing even today and the Trade Union namely BKKMS raised the issue of the workman before the management, as a result of which, the workman was placed/regularized as Pump Operator Category-III by letter bearing No. NW/02/97/948, dated 4-4-1997, with the consent of the workman and the Trade Union and the workman is operating a pump of 125 HP capacity and the dispute regarding the present workman and Ashok, for their regularization was raised by the union in the year 1995, as per demand No. 19 and after a detailed discussion, it was decided between the management and union to depute Shri M. M. Chandok on behalf of the management and Shri Shiv Dayal Bisandre, on behalf of the Trade Union to examine the issue and after examining the issue, it was found that there was absolutely no merit in the case of the workman and, therefore, Shri Ashok was regularized in the post of Tyndal Category-IV and in the year 1999, the union gave a strike notice dated 12-1-1999 to the management and in the said notice, one of the demands of the Trade Union was for regularization of the workman in the post of Tyndal category-IV and there was a meeting between the representative of the management and the Trade Union and it was brought to the notice of the Trade Union that the workman is working in the post of Pumper Category-III and the management would consider his case on the basis of the factual position or otherwise to intimate the Trade Union accordingly and after considering the case of the workman, it was communicated to the Trade Union by the management that the workman cannot be regularized as Pumper Category-IV, as the workman was operating a pump of the capacity 125 HP and as such, the claim of the union for regularization of the workman as Tyndal Cat.-IV is absolutely baseless and without any merit and the Trade Union as well as the present workman are well aware that the post of Tyndal in Washery has been abolished long back and the workmen working as Tyndals were posted as Plant Operators and as such, the workman is not entitled for any relief.

5. In support of his claim, the workman has examined himself as a witness, besides placing reliance on documentary evidence. One Shri Prabesh Kumar Tripathi has been examined as a witness on behalf of the management. The management has also placed reliance on documents. The workman in his evidence, which is on affidavit, has reiterated the stands taken by the union in the statement of claim and in the rejoinder. The witness examined on behalf of the Party No. 1 has also reiterated the stands of the Party No. 1 taken in the written statement.

The workman in his cross-examination has admitted that he is working as pump operator since last 5 to 6 years and he has never refused to work as pump operator.

6. At the time of argument, it was submitted on behalf of the workman that the service conditions of the workman are governed under the provisions of the certified standing order of WCL and the post of Tyndal has been classified in Cat.-IV and according to the classification of the workman, his posting in the job of Tyndal Cat.-IV from the post of DPR was one of probationer and as per the standing orders, if a permanent workman is employed as probationer in a new higher post, he may be at any time during the probationary period, not exceeding 6 months, be reverted back to his old post, unless the probation period is extended by another 3 months, for reason to be recorded in writing and if no positive order is issued by the management on expiry of the probation period, as the case may be, the employee will be deemed to have been confirmed and as such, the order of the Party No. 1 that the trainees should be under observation for 2 years is not in accordance with the provisions of Section 10 of the Industrial Employment (Standing Orders) Act and such direction was in breach of the terms of the settlement and as such, not regularizing the workman in Tyndal Category-IV is illegal and the witness for the management has admitted that the work of the workman from 23-6-1987 to 25-3-1988 was satisfactory and on 25-3-1988, the workman met with an accident while on duty and therefore, the workman is entitled for regularization in Tyndal Cat.-IV, as per his training mate. On the other hand, it was submitted by the management that the workman and ten others were selected to undergo training as Tyndal Category-II and in the order itself, it was clearly mentioned that they would be on training for a period of two years, during which period, they would be placed on category-II of the NCWA-III pay scale and after satisfactory completion of the prescribed training, their case would be considered for appointment as Tyndal Cat.-IV and if their performance would not be satisfactory, they would be reverted back to their original post even before completion of the training period and the workman joined his duty in the new post of Tyndal to undergo training and joining of the workman proves his acceptance of the conditions imposed by the management for the appointment of Tyndals and as such, he cannot raise a grievance regarding the imposition of

the condition and as the workman is working as a Pumper and he has been placed as Pumper Cat.-III and the workman did not perform the duty of Tyndal even during his training period and did not show any interest in carrying out the duties of Tyndal and as such, at the instance of the workman and the trade union, he was allotted the duties of Pumper.

7. So far the contention raised by the union regarding the condition imposed by the Party No. 1 regarding the training of the workman and others is concerned, the same cannot be taken into consideration, as the workman after accepting the condition imposed by the management joined to undergo the training of Tyndal. Moreover, the union did not raise such a dispute before the conciliation authority and no reference has been made by the Central Government to decide such a question. It is also found from record that the management witness has nowhere admitted that the work of the workman from 23-6-1987 to 25-3-1988 was satisfactory, on the other hand, it is found that the witness for the management has categorically denied that the work of the workman from the date of his joining till the date on which he sustained injury was satisfactory. It is found from the record and the documents filed by the parties that the workman was selected to undergo training for two years, as Tyndal Cat.-II and after the workman joining to undergo training, he did not attend his duty regularly and was in the habit of remaining absent unauthorisedly and as such, management had issued a letter dated 12/19-2-1989 to improve his performance or else to revert him back to his original post before the completion of the training period. It is also found from the documents that as the workman did not join duty after he was declared free from injury and fit for joining duty by the doctor on 9-10-1988, a charge sheet was submitted against him for unauthorized absence for more than 10 days. It is also found from the letter dated 3-9-1989 that the workman was remaining absent from duty. As the performance of the workman was not satisfactory during the period training and he was remaining absent without due permission, the management was justified in not regularizing the workman as Tyndal Category-IV. From the evidence on record, it is found that the action of the Party No. 1 in not regularizing/promoting the workman as Tyndal Cat.-IV is justified. Hence, it is ordered :

ORDER

The action of the General Manager (W), Nandan Washery of WCL, Kanhan Area, PO Damua, Distt. Chhindwara (M.P.) in not regularizing/promoting Shri Mohd. Shakil Parvej S/o. Gulamuddin as Tyndal in Category-IV w.e.f. 23-10-1989 is justified. The workman is not entitled for any relief.

Sd/-

J. P. CHAND, Presiding Officer.

नई दिल्ली, 18 मार्च, 2011

का. आ. 1037.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. पी. डब्ल्यू. डी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, चण्डीगढ़ के पंचाट (संदर्भ संख्या 31/2004, 33/2004 और 1105/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-3-2011 को प्राप्त हुआ था।

[सं. एल-42012/151/2003-आई आर(सी-II),
एल-42012/150/2003-आई आर(सी-II),
एल-42012/149/2003-आई आर(सी-II)]
डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 18th March, 2011

S.O. 1037.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 31/2004, 33/2004 and 1105/2005) of the Central Government Industrial Tribunal-cum-Labour Court No.-II, Chandigarh now as shown in the Annexure in the industrial dispute between the employers in relation to the management of CPWD and their workman, which was received by the Central Government on 18-3-2011.

[Nos. L-42012/151/2003-IR(C-II),
L-42012/150/2003-IR(C-II),
L-42012/149/2003-IR(C-II)]
D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

PRESENT:

Sri A. K. Rastogi, Presiding Officer

1. Case No. I.D. 31/2004
Registered on 30-11-2004

Sh. Satish Kumar
S/o Sh. Jaipal Singh, Electrician
C/o All India CPWD (MRM) Karamchari
Sanghathan, (Regd 4823),
Balbir Nagar Extension, Gali No. 13,
Shahadra, Delhi-110032

2. Case No. I.D. 33/2004
Registered on 30-11-2004

Sh. Gurvir Singh
S/o Sh. Sardar Singh,
C/o All India CPWD (MRM) Karamchari
Sanghathan, (Regd 4823),
Balbir Nagar Extension, Gali No. 13,
Shahadra, Delhi-110032

3. Case No. I.D. 1105/2005
Registered on 21-9-2005

Sh. Aishvir Singh
S/o Shri Dhyani Singh,
C/o All India CPWD (MRM) Karamchari
Sanghathan, (Regd 4823),
Balbir Nagar Extension, Gali No. 13,
Shahadra, Delhi-110032 ... Applicants

Versus

1. The Director General of Works, CPWD,
Nirman Bhawan, New Delhi-110011.
2. The Executive Engineer, Central Electrical
Division, NH-IV, CPWD,
Faridabad ... Respondents

APPEARANCES:

For the Workman : Sh. S. D. Sharma, Advocate
For the Management : Sh. Sanjeev Sharma, Advocate

AWARD

Passed on 28th February, 2011

Vide Order No. L-42012/151/2003-IR(CM-II) dated 29-7-2004, Order No. L-42012/150/2003-IR(CM-II) dated 9-8-2004 read with Corrigendum dated 14-3-2004 and Order No. L-42012/149/2003-IR(CM-II) dated 10-3-2004 the following disputes respectively have been referred for adjudication to this Tribunal by the Central Government under Section 10(1)(d) and Sub-section 2A of the Industrial Disputes Act, 1947 (hereinafter referred to as Act):

1. "Whether the contract between the management of CPWD and the contractor is sham? If so, the demand of All India CPWD (MRM) Karamchari Sanghathan for reinstatement/regularization of Sh. Satish Kumar in the establishment of CPWD is justified and to what relief he is entitled?"
2. "Whether the action of the management of CPWD, Faridabad in terminating the services of

Sh. Gurvir Singh, Pump Operator w.e.f. 6-6-2001 is legal and justified ? If not, to what relief he is entitled to and from which date ?”

3. “Whether the action of the CPWD, Faridabad in terminating the services of Sh. Aishvir Singh, Electrician w.e.f. 6-6-2001 is legal and justified ? If not, to what relief he is entitled ?”

In all the above references common questions of law and facts are involved, hence they are being adjudicated upon by this common award.

Although in the reference orders All India CPWD (MRM) Karamchhari Sangathan (hereinafter referred to as Union) is not a party yet the claim statement has been filed by the Union in I.D. No. 1105 of 2005 impleading the concerned workman as claimant No. 2, while in other two references the claim statement has been filed by the concerned workman impleading union also as a claimant. Admittedly all the three workmen were employed in Central Public Works Department (CPWD) on different dates in the years 1996 and 1997 through a contractor at Faridabad. Workmen Satish Kumar and Aishvir were employed as Electricians and Gurvir Singh as Pump Operator. Their services were terminated on 6-6-2001. The workmen have stated that the union is a Registered Union of workmen and they are members of this Union. They had raised an industrial dispute stating that though they were engaged through contractor yet for all intents and purposes they worked under the complete control of the management and they were answerable to the management regarding their duties. Their employment was not concurrent or simultaneous with the award of any particular contract. They continued working under different contractors even though the contract awarded to earlier contractor had lapsed. Their work was of perennial nature. They were engaged by the management through contractor with a designed purpose of depriving them of the benefits and protection under labour laws. The contract was a camouflage and there was relationship of employer and employee between the management and the concerned workmen. They have completed more than 240 days in a year during their tenure yet their services were terminated in violation of the provisions of the Act. While terminating their services, persons junior to them were retained. It has been further agitated that the management has regular employees discharging the same and similar work as was being discharged by the workmen but management never considered workmen's claim for regularization of their services. The Government of India vide notification dated 31-7-2002 has abolished the specific contract system regarding electricians; the post of Pump Operator however, is not included. The workmen have claimed their regularization on the sanctioned vacant posts and pay parity from the regular employees.

The claims were resisted on the grounds that they are bad for non-joinder of Union of India, barred by limitation and not maintainable, as the management is not an industry and there is no Industrial Dispute. According to the management one R.P.F.C. had given the electric maintenance to CPWD and the latter on behalf of RPFC had given a contract to Virmani Electric Co., for carrying out the work of electrical maintenance. The claimants/workmen were engaged by the contractor for maintenance of the above installations. There is no employer-employee relationship between the management and claimants/workmen. The claimants were neither on the roll of the management nor they were engaged by it and since the claimants are not the employees of the management, therefore, the question of seniors or juniors does not arise. The claimants/workmen have however, worked with the contractors for a regular period of more than 240 days in a year but they were not under the direct control of the management. It has been further pleaded that RPFC has withdrawn the work from CPWD since then hence the work is not of perennial nature. According to the management the claims of the workmen have no merits.

Claimants/Workmen filed a rejoinder to the written statement of the management and it was pleaded inter-alia that though Vermani Electrical Company had been granted the contract for carrying out the work of electrical maintenance but for all intents and purposes the claimants/workmen worked under the direct control and supervision of the management.

From the pleadings of the parties following issues arise for consideration :

1. Whether the claim is bad for non-joinder of Union of India ?
2. Whether CPWD is not an industry ? If so, its effect ?
3. Whether the contract between the management and the contractor to hire the services of the claimants/workmen was a sham and the workmen were the employees of the management ?
4. If the workmen were the employees of the management, whether their services were terminated in violation of the provisions of the Act ?
5. To what reliefs are the workmen/claimants entitled to ?

In support of their cases, the concerned workmen filed their affidavits in their respective cases and examined

B. S. Pannu, retired Assistant Engineer of the management. Though it is mentioned in the statement of B. S. Pannu that he is tendering his affidavit which is on record but in fact, he has not filed any affidavit and has only given his statement on oath.

On behalf of management the affidavit of Ajit Singh was tendered in evidence.

It may be mentioned here that after receiving back the record of the case on transfer from C.G.I.T-cum-Labour Court-I, Chandigarh, the workmen or his ARs did appear in the case but the management did not bother to appear and submit its arguments in the case despite notices issued to the management on 25-5-2010 and by Registered post on 24-6-2010. The counsel for workman, however, made his oral submissions and filed written arguments as well. I have perused the record and the evidence produced by the parties and also considered the arguments of the learned counsel for workmen. My findings on various issues are as follows :

Issue No. 1

The management has assailed the claims of the workmen on the ground of non-joinder of Union of India; regarding which the workmen have pleaded in their rejoinder that the Director General (Personnel) CPWD, Nirman Bhawan, New Delhi represent the Government of India, therefore the claim cannot be assailed on this ground.

In this regard it may be mentioned that a claim is not a suit and Section 79 of Code of Civil Procedure is not applicable to the claims under the Act and the management being a modal employer is not expected to raise such technical pleas to defeat the claim of a poor workman. I am therefore, of the view that the claim cannot be assailed on the ground of non-joinder of Union of India. Issue No. 1 is decided against the management.

Issue No. 2

The objection of the management that it is not an industry is also devoid of any force. In Executive Engineer CPWD Indore Versus Madhukar Purshottam Kolharkar and another 2000(II) LLJ 1410, (SC) by virtue of Bangalore Water Supply case the Central Public Works Department was precluded from contending that it was not an industry. Hence, issue No. 2 is also decided against the management.

Issue No. 3

It is not in dispute that the claimants/workmen had been employed through contractor. In their claim statements the workmen have themselves alleged their

employment through contractor but their case is that the contract was sham and they worked under the complete control of the management and were answerable to the management. They even continued working under different contractors despite the termination of the earlier contract. Their work was of perennial nature and in fact they were the employees of the management.

The management on the other hand had denied the relationship of employer and employee with the workmen.

In their respective statements, the workmen have admitted that they have not been given any appointment letter. But they were very specific in stating that they worked under the directions of J.E. and got their wages from the J.E. and A.E. and also they were removed from the job not by the contractor but by the J.E. The statement of B.S. Pannu, retired Assistant Engineer of CPWD who was examined by workmen as their witness, however, does not support the case of the workmen in full. He worked in the management Division as Assistant Engineer from April 1996 to May 2005. He has stated that the CPWD maintains the Central Government buildings at Faridabad and the maintenance work of the Government buildings was of a permanent nature. But indenting department i.e. the department to which the buildings belongs can change the Agency to maintain the same. He admitted that as an Assistant Engineer he used to check and verify the working of the contracting Agencies in the maintenance of buildings and the workmen engaged for maintenance used to report for duty to the concerned J.E. and concerned J.E. used to provide material also to the workmen required for maintaining the building. In his cross-examination he has stated also that during his tenure the contract was allotted to Virmani Electrical Company and it was contractor who had appointed the workmen and contractor used to pay the wages to the workmen.

The management witness Ajit Singh has also stated during his cross-examination that the work of maintenance at Central Government buildings at Faridabad is attended by the CPWD and the work of maintenance is not of a permanent nature. The Department concerned can ask any other agency to do the work. The claimants/workmen had been engaged by the contractor for a limited period and for a specified job.

The workmen have placed on record the photo copies of certain documents to show that they worked under the supervision of the management.

From the evidence of the parties it is clear that the workmen had been engaged by the management through contractor for the maintenance of Central Government's buildings belonging to other department. The workmen worked under the supervision of the Engineers of the

management. Materials required for the maintenance of work were also supplied by the management. But there is nothing to show that the workmen/claimants had been employed by the management. Rather the workmen's witness B. S. Pannu has specifically stated that the workmen were the appointees of the contractor. There is no evidence either to show that the management was the pay master vis-a-vis the workmen. As the learned counsel for the workmen has mentioned in his arguments that the management being the principal employer paid wages to the contractor, who in turn disburse the same to the workmen. The arguments of the learned counsel for the workmen is that by virtue of engagement of contract labour by the contractor in any work or in connection with the work of establishment, the relationship of master and servant is created between the principal employer and the contract labour and this relationship is created irrespective of the fact as to who brought about such relationship, so the workmen were the employees of the principal employer and the contract was merely a formality and was sham. He also argued that building for which the workmen had been engaged are still in existence and the nature of job of the workmen is of a permanent nature. The learned counsel for the workman has relied on Steel Authority of India Versus Nation Union Water Front Unit (2001) 7 SCC 1 Bharat Heavy Electrical Versus State of U.P. (2003) 6 SCC 528 and Ram Singh Versus U.T. Chandigarh (2004) 1 SCC 126.

In the latter mentioned case of Ram Singh, the two earlier mentioned case laws have been referred. The learned counsel for the claimants has relied on para 16 of Ram Singh's case (*supra*). The Apex Court has held in that para that "Normally the relationship of employer and employee does not exist between the employer and the contractor and servant of an independent contractor. Where however an employer retains and assumes control over the means and method by which the work of a contractor is to be done, it may be said that the relationship between the employer and employee exist between him and the servant of such a contractor."

The arguments of the learned counsel for the claimants is that from the evidence on record it is established that the workmen worked under the supervision of the Engineers of the management and the materials required for the maintenance of work were also supplied by the management. Therefore, a relationship of employer and employee exists between the respondents and the claimants/workmen.

But in this regard earlier para i.e. para no. 15 of the aforesaid case cannot be lost sight of. In this para the Apex Court has held that in determining the relationship of an employer and employee, no doubt, "Control" is one of the important test, but is not to be taken as the sole test.

In determining the relationship of an employer and employee, all other relevant facts and circumstances are required to be considered including the terms and conditions of the contract. It is necessary to take a multiple pragmatic approach weighing up all the factors for and against an employment instead of going by the sole "Test of Control". An integrated approach is needed. "Integration" test is one of the relevant tests. It is applied by examining whether the person was fully integrated in the employers' concern or remained apart from and independent of it. The other factors which may be relevant are—who has the powers to select and dismiss, to pay remuneration, deduct Insurance contributions, organize the work, supply tools and materials and what are the "mutual obligations" between them.

Applying the above laid down tests, it will appear from the evidence on record that the workman were not integrated in the respondent concern. In this regard it may be mentioned that R.P.F.C. had given its electric maintenance to C.P.W.D. and C.P.W.D. on behalf of R.P.F.C. gave the contract to Virmani Electrical Company for carrying out the work of electrical maintenance. The claimants/workmen were engaged by the contractor for the maintenance of above installations. It has also been pleaded that R.P.F.C. has withdrawn the work from C.P.W.D. since then. The claimants have filed rejoinder but they have not specifically denied the above position.

The next question is who has the powers to select and dismiss the claimants/workmen. WW-2, B. S. Pannu, a witness of the claimant/workmen themselves has stated that the claimants/workmen were the appointees of the contractor. There is no evidence to show that the workmen had been appointed by the respondent/management and their services were terminated by the latter.

Regarding payment of remuneration it has been mentioned in the arguments of the claimants themselves that the management paid wages to the contractor, who in turn disbursed the same to the workmen. It is not important from where the contractor got the money. The important fact is that it was the contractor who paid the wages to the claimants/workmen.

There is no evidence that any deduction of Insurance contribution was made by the management/respondent.

I am of the view that the facts that the claimants/workmen worked under the supervision of the Engineers of the management and the management supplied the materials to them are not sufficient to establish a relationship of employer and employee between the respondent/management and the workmen/claimants.

The learned counsel for the claimants/workmen has argued that the record required to be maintained under the "General Conditions of Contract for Central Public Works Department works and the Contractor's Labour Regulations" has not been produced by the respondent management, which shows the connivance of the management/respondent with the contractor. It is important to note that the records required to be maintained mentioned in the arguments are not to be maintained by the principal employer but by the contractor. Therefore, the said records cannot be said to be in the possession of respondent/management. Respondent/management was not under any obligation to produce the said records. The contractor whose existence is admitted in the case has not been made a party in the claims or in the reference. If the records were relevant for the purpose of claimants/workmen, then it was for them to summon the records from the contractor and if the contractor has not maintained the records then he and not the management is liable for that. No adverse inference can be drawn against the management for not placing the said record before the court. It is more so when it is an admitted position that the workmen were engaged through the contractor.

The Government of India notification dated 31-7-2002 regarding "Abolition of the contract system" came into existence after about a year of the termination of the services of the workmen on 6-6-2001. Till the date of notification the Contract system was prevalent in CPWD. No benefit of that notification is available to the claimants/workmen.

From the evidence on record it is also clear that the work for which the claimants/workmen had been engaged was not of perennial nature and it is no more available. The claimants/workmen had been engaged in connection with electrical maintenance of R.P.F.C. who had assigned the said work to CPWD and has withdrawn the said work from CPWD since then.

From the above going discussions, it is clear that there is nothing to consider the contract between the management and the contractor to hire the services of the claimants/workmen a sham or subterfuge and the claimants/workmen were not the employees of the management. Issue No. 3 is according decided against the claimants/workmen.

Issue No. 4

It has been held above that the workmen were not the employees of the management. Their services were not terminated by the management. Hence compliance of Section 25F of the Act was not to be made by the management. They cannot claim seniority with the other

employees of the respondent/management. The management was not under any obligation to comply and provisions of the Act governing the termination of the services of an employee. Issue No. 4 is decided against the workmen.

Issue No. 5

It has been held above that the contract between the management of CPWD and the contractor is not sham and the claimants/workmen were not the employees of the management of CPWD.

The learned counsel for the workmen has relied on *Rajinder Lal versus Union of India* 2000(4) SCT 819 which is a case concerning the contract workers of CPWD. In this case Hon'ble Delhi High Court has issued certain directions. But the Hon'ble Delhi High Court in direction No. 3 has very categorically stated that these directions shall not apply in those cases where the particular contract of maintenance etc. given by other establishment to the CPWD earlier has ceased to operate with the result that CPWD is not having the work/contract any longer. In those cases it would be open to the CPWD to disengage such workers as not required any longer in the absence of work/job/particular activity with the CPWD.

I, therefore, hold that in I.D. No. 31 of 2004 the demand of All India C.P.W.D. (MRM), Karamchari Sangathan for reinstatement/regularization of Shri Satish Kumar in the establishment of CPWD is not justified and in I.D. No. 33 of 2004 and I.D. No. 1105 of 2005 it is held that the services of Shri Gurvir Singh, Pump Operator and Aishvir Singh, Electrician were not terminated by the CPWD. The claimants/workmen are, therefore, not entitled to any relief. The references in all the above three cases are answered against the workmen. A copy of the award be placed in the file of I.D. No. 31/2004, 1105/2005 and 33/2004 each. Let two copies of award be sent to the Central Government for further necessary action.

ASHOK KUMAR RASTOGI, Presiding Officer

नई दिल्ली, 18 मार्च, 2011

का. आ. 1038.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्दल शीप एण्ड वूलन रिसर्च इन्स्टीट्यूट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 03/2001, 163/2002, 167/2002, 159/2002, 161/2002, 165/2002, 155/2002, 157/2002, 147/2002) को

प्रकाशित करती है, जो केन्द्रीय सरकार को 18-3-2011 को प्राप्त हुआ था।

[सं. एल-42012/100/2001-आई आर(सी-II),
एल-42012/161/2001-आई आर (सी-II),
एल-42012/157/2001-आई आर (सी-II),
एल-42012/178/2001-आई आर(सी-II),
एल-42012/176/2001-आई आर (सी-II),
एल-42012/159/2001-आई आर (सी-II),
एल-42012/155/2001-आई आर (सी-II),
एल-42012/153/2001-आई आर (सी-II),
एल-42012/180/2001-आई आर (सी-II)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 18th March, 2011

S.O. 1038.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. Nos. 03/2004, 163/2002, 167/2002, 159/2002, 161/2002, 165/2002, 155/2002, 157/2002, 147/2002) of the Central Government Industrial Tribunal-cum-Labour Court No.-I, Chandigarh now as shown in the Annexure in the industrial dispute between the employers in relation to the management of Central Sheep and Wool Research Institute and their workmen, which was received by the Central Government on 18-3-2011.

[Nos. L-42012/100/2001-IR(C-II),
L-42012/161/2001-IR(C-II),
L-42012/157/2001-IR(C-II),
L-42012/178/2001-IR(C-II),
L-42012/176/2001-IR(C-II),
L-42012/159/2001-IR(C-II),
L-42012/155/2001-IR(C-II),
L-42012/153/2001-IR(C-II),
L-42012/180/2001-IR(C-II)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH**

- (1) ID No. 03/2004 Sh. Uttam Ram
- (2) ID No. 163/2002 Smt. Bhungeri Devi
- (3) ID No. 167/2002 Sh. Sangat Ram
- (4) ID No. 159/2002 Sh. Gurdhyan Singh

(5) ID No. 161/2002 Sh. Devinder Singh

(6) ID No. 165/2002 Sh. Chet Ram

(7) ID No. 155/2002 Sh. Fagnu Ram

(8) ID No. 157/2002 Sh. Dine Ram

(9) ID No. 147/2002 Sh. Puran Chand

... Applicants

Versus

Director, Central Sheep and Wool Research Institute
Avika Nagar, Tehsil Malpura, Distt. Tonk
(Rajasthan)

Senior Administrative Officer, North Temperate,
Regional Station Garsa, Distt. Kullu (HP)

... Respondents

APPEARANCES:

For the Workmen : Shri Kailash Sharma

For the Management : Shri R. K. Sharma and Amit Sharma

AWARD

Passed on 8th March, 2011

All the industrial disputes and reference namely ID No. 3 of 2004 Sh. Uttam Ram vs. North Temperate Regional Station, Central Sheep and Wool Research Institute, Avika Nagar, The Malpura Distt. Tonk, Rajasthan, ID No. 167/2002 Sh. Sangat Ram vs. Central Sheep and Wool Research Institute, Kullu, ID No. 163/2002 Sh. Bhungeri Devi vs. Central Sheep and Wool Research Institute, Kullu, ID No. 165/2002 Sh. Chet Ram vs. Central Sheep and Wool Research Institute, Kullu, ID No. 161/2002 Sh. Devinder Singh vs. Central Sheep and Wool Research Institute, Kullu, ID No. 159/2002 Sh. Gurdhyan Singh Vs. Central Sheep and Wool Research Institute, Kullu, ID No. 157/2002 Sh. Dina Ram vs. Central Sheep and Wool Research Institute, Kullu, ID No. 155/2002 Sh. Fagnu Ram vs. Central Sheep and Wool Research Institute, Kullu, ID No. 147/2002 Sh. Puran Chand vs. Central Sheep and Wool Research Institute, Kullu are directly related to each other. Common questions of law and facts are involved in all these references, hence, for ends of justice, all these references and industrial disputes are hereby adjudicated by this Award. It is hereby made clear that all these references have been consolidated by the order of this Tribunal and Industrial Dispute No. 3 of 2004 Sh. Uttam Ram was made the leading file. All the workmen were working as

agricultural labourers in the department and their services were terminated. The common issue involved is the legality of termination order. The references referred in all the industrial disputes are as follows :

ID No. 3/2004

No. L-42012/100/2001 [IR(CM-II)] dated 5-1-2004

“Whether the action of the management of North Temperate Regional Station, Central Sheep and Wool Research Institute, Garsa Distt. Kullu in terminating the service of Sh. Uttam Ram S/o Sh. Ravti Ram w.e.f. 30-6-1998 is legal and justified ? If not, to what relief the workman is entitled to ?”

ID No. 163/2002

No. L-42012/161/2001 [IR(CM-II)] dated 6-8-2002

“Whether the action of the management of North Temperate Regional Station, Central Sheep and Wool Research Institute, Garsa Distt. Kullu, represented through the Head North Temperate, Regional Station, Garsa and the Director, Central Sheep and Wool Research Institute, Avikanagar, Tehsil Malpura, District Tonk, Rajasthan in terminating the services of Smt. Bhungeri Devi W/o Sh. Mangu Ram w.e.f. 1-7-98 is legal and justified ? If not, to what relief the workman is entitled to and from which date ?”

ID No. 167/2002

No. L-42012/157/2001 [IR(CM-II)] dated 6-8-2002

“Whether the action of the management of North Temperate Regional Station, Central Sheep and Wool Research Institute, Garsa Distt. Kullu, represented through the Head North Temperate, Regional Station, Garsa and the Director, Central Sheep and Wool Research Institute, Avikanagar, Tehsil Malpura, District Tonk, Rajasthan in terminating the services of Sh. Sangat Ram S/o Sh. Malsedi w.e.f. 1-7-98 is legal and justified ? If not, to what relief the workman is entitled to and from which date ?”

ID No. 159/2002

No. L-42012/178/2001 [IR(CM-II)] dated 6-8-2002

“Whether the action of the management of North Temperate Regional Station, Central Sheep and Wool Research Institute, Garsa, Distt. Kullu, represented through the Head North Temperate, Regional Station, Garsa and the Director, Central Sheep and

Wool Research Institute, Avikanagar, Tehsil Malpura, District Tonk, Rajasthan in terminating the services of Sh. Gurdhyan Singh S/o Sh. Dile Ram w.e.f. 1-7-98 is legal and justified ? If not, to what relief the workman is entitled to and from which date ?”

ID No. 161/2002

No. L-42012/176/2001 [IR(CM-ID)] dated 6-8-2002

“Whether the action of the management of North Temperate Regional Station, Central Sheep and Wool Research Institute, Garsa Distt. Kullu, represented through the Head North Temperate, Regional Station, Garsa and the Director, Central Sheep and Wool Research Institute, Avikanagar, Tehsil Malpura, District Tonk, Rajasthan in terminating the services of Sh. Devinder Singh S/o Sh. Chape Ram w.e.f. 1-7-98 is legal and justified ? If not, to what relief the workman is entitled to and from which date ?”

ID No. 165/2002

No. L-42012/159/2001 [IR(CM-II)] dated 6-8-2002

“Whether the action of the management of North Temperate Regional Station, Central Sheep and Wool Research Institute, Garsa Distt. Kullu, represented through the Head North Temperate, Regional Station, Garsa and the Director, Central Sheep and Wool Research Institute, Avikanagar, Tehsil Malpura, District Tonk, Rajasthan in terminating the services of Sh. Chet Ram S/o Sh. Thaulu Ram w.e.f. 1-7-98 is legal and justified ? If not, to what relief the workman is entitled to and from which date ?”

ID No. 155/2002

No. L-42012/155/2001 [IR(CM-II)] dated 6-8-2002

“Whether the action of the management of North Temperate Regional Station, Central Sheep and Wool Research Institute, Garsa, Distt. Kullu, represented through the Head North Temperate, Regional Station, Garsa and the Director, Central Sheep and Wool Research Institute, Avikanagar, Tehsil Malpura, District Tonk, Rajasthan in terminating the services of Sh. Fagnu Ram S/o Sh. Luhar Ram w.e.f. 1-7-98 is legal and justified ? If not, to what relief the workman is entitled to and from which date ?”

ID No. 157/2002

No. L-42012/153/2001 [IR(CM-II)] dated 6-8-2002

“Whether the action of the management of North Temperate Regional Station, Central Sheep and Wool

Research Institute, Garsa Distt. Kullu, represented through the Head North Temperate, Regional Station, Garsa and the Director, Central Sheep and Wool Research Institute, Avikanagar, Tehsil Malpura, District Tonk, Rajasthan in terminating the services of Sh. Dine Ram S/o Sh Hari Ram w.e.f. 1-7-98 is legal and justified? If not, to what relief the workman is entitled to and from which date?"

ID No. 147/2002

No. L-42012/180/2001 [IR(CM-II)] dated 6-8-2002

"Whether the action of the management of Institute of Microbial Technology, Chandigarh in terminating the services of Sh. Puran Chand S/o Sh. Narayan Das w.e.f. 18-5-1999 is legal and justified? If not, to what relief he is entitled to?"

In leading case the evidence was adduced and recorded. The only difference in pleading is the different date of engagement. It is the common contention of each workmen that they were disengaged on 1-7-1998. The case in nutshell of all the workmen is that they were lawfully engaged as agricultural labour by the management of respondent. They served the department for a long time. They had completed 240 days of work in every calendar year they served the department including the year preceding to the date of termination. No notice or one month wages in lieu of notice and retrenchment compensation was paid to them prior to the termination of their services. This way, as per the contention of each workman, the termination of each workman illegal and void ab initio being against the provisions of the Act.

It is also contended by each workman that junior to them were retained in service and their services regularized without affording them the opportunity to work.

On the basis of above contentions, each workman have prayed for setting aside the termination order and for consequential order reinstating their services with all other benefits.

The management appeared and opposed the claim of workmen by filing written statement. As per preliminary objection, the industrial nature of management was disputed by stating that the management is a Research Institute and is not an industry as per the definition of term "Industry" given in the Industrial Disputes Act, 1947. Accordingly, the jurisdiction of this Tribunal to adjudicate these references has been challenged.

On merits it is contended by the management that none of the workman has completed 240 days of work in the preceding year from the date of termination. The

management has given a statement of working days relating to each workman. That statement has not been admitted by the workman. On retaining the services of juniors, the management has contended that the services of persons for the same work were taken on contract basis on outsourcing after terminating the services of the workman.

Both of the parties were afforded the opportunity of being heard. Oral evidence was recorded. Documentary evidence was also filed. The management has filed as more as three Awards passed by the Tribunal of concurrent jurisdiction. The one Award was passed by the Presiding Officer of this Tribunal holding that respondent is not an industry. It has been contended by learned counsel for the workman that this award has been set aside by the Hon'ble High Court holding that the management is an industry. No doubt the workman failed to file the copy of judgment of the Hon'ble High Court setting aside the award passed by this Tribunal on the industrial nature of respondent. But in similar case, this Tribunal has held the respondent to be an industry and accordingly this issue is open once again before this Tribunal whether the respondent is an industry. Moreover, judicial conscious of this Tribunal-cum-Labour Court should not be statistic and must be flexible and receptive for justice. If a contrary view is taken by this Tribunal previously it should not bind this Tribunal for justice delivery at all. Moreover, the management has also filed a copy of awards passed by the Tribunals of concurrent jurisdiction established under the Industrial Disputes Act, 1947 at Chandigarh and Jaipur. In these Awards the management has been held to be an industry.

First of all, I am discussing whether the Central Research Institute, the respondent, comes within the definition of industry. The term "industry" has been defined in Section 2(j), of the Industrial Disputes Act, 1947 to mean any business, trade, undertaking, manufacture or calling or employers and includes any calling, services, employment, handicraft or industrial occupation or avocation of workmen.

In a landmark judgment Bangalore Water Supply and Sewerage Board Vs. Rajappa and Others published in (1978), 2 Supreme Court cases 313, 7 Judges Bench of Hon'ble Apex Court has defined the word "industry". As per the above mentioned verdict of the Apex Court industry as defined in Sub-section (j) of Section 2, has a wide import:

- (a) Where there is (i) systematic activity, (ii) organized by coöperation between employer and employee (the direct and substantial element is chimerical), and (iii) for the production and/or distribution of goods and

services calculated to satisfy human wants and wishes (not spiritual or religious but inclusive of materials, things or services geared to celestial bliss), *prima facie*, there is an industry in the enterprise.

- (b) Absence of profit motive or gainful objective is irrelevant, be the venture in the public, joint, private or other sector.
- (c) The true focus is functional and the decisive test is the nature of the activity with special emphasis on the employer-employee relations.
- (d) If the organization is a trade or business it does not cease to be one because of philanthropy animating the undertaking.

Thus, the test mentioned in para no. 140 of the said judgment is necessary to qualify an institution to be an industry. Regarding the research institutions Hon'ble Apex Court in the very judgment has held that the professions, clubs, educational institutions, cooperatives, research institutions, charitable project and other kindred adventures, if they fulfil the triple tests, cannot be exempted from the scope of Section 2(j). The representation category of professions, clubs, cooperatives, and even gurukulas and little research laboratories may qualify for exemption, if, in simple ventures, substantially and going by dominant nature criteria substantially, no employees are entertained, but in minimal matter, marginal employees are hired without destroying the non-employee character of the unit. It has also held by the Hon'ble Apex Court in the said judgment that sovereign functions strictly understood alone qualified exemption, not the welfare activities or economic adventures undertaken by Government or statutory bodies. Even in departments discharging sovereign functions, if there are units which are industries and they are substantially several then they can be considered to come within Section 2(j).

In the last of the judgment the Hon'ble Apex Court held in view of the difficulty experienced by all of us in defining the true denotation of the term industry and divergence of opinion in regard thereto as has been the case with this Bench also we think, it is high time that the Legislature steps in with a comprehensive bill to clear up the fog and remove the doubts and set at rest once for all the controversy which crops up from time to time in relation to the meaning of the aforesaid term rendering it necessary for larger Benches of this Court to be constituted which are driven to the necessity of evolving a working formula to cover particular cases.

It means the industrial nature of any enterprise will depend on the work entrusted to workmen and discharged

by them. It is admitted in the evidence of the management that workmen were engaged in the work of agriculture. They were paid daily wages. I am unable to understand how the agriculture work like digging, sowing, harvesting, maintaining sheeps, cleaning the places is the work of research nature. The research work of the respondent has no concern with the work entrusted to and discharged by each workman. Accordingly, as per the Bangalore Water Supply case (*supra*) I am of the view that management of respondent is an industry.

Another issue for adjudication of this Tribunal is whether the management has violated any right of the workman accruing under the Industrial Disputes Act. Each workman has contended that they have worked for substantial period more than 10 years and one fine morning their services were terminated without any notice or one month wages in lieu of notice and without lawful terminal dues. It is also the case of each workman that they have completed 240 days of work in every calendar year from the date of their termination. It is also contended by the each workman that juniors to them were retained in service.

It is also the contention of the management that the work which was entrusted to and discharged by each workman was discharged by the contract labour after termination of their services. Now the question arises whether the work was of perennial nature and was continuously available and whether the service conditions of the workman can be changed whereas they have served the department for a period of a long time more than 10 years against the provisions of the Act.

The management has filed and relied upon an Award passed by Tribunal of concurrent jurisdiction holding that an employee in similar case was not held entitled for the protection of the provisions of Industrial Disputes Act because he failed to prove that he had completed 240 days of work in the preceding year from the date of termination. It is the settled law of service jurisprudence that a judgement of Tribunal of concurrent jurisdiction shall not operate as precedent and this Tribunal is empowered to express its view on free judicial conscience on the basis of the evidence and facts and circumstances of each case. Accordingly, I am not guiding my judicial conscience by the Award relied upon by the management passed by a Tribunal of concurrent jurisdiction.

Every workman has challenged their termination on two grounds :

- (1) That in spite of completing 240 days of work in the preceding year from the date of their termination, their services were terminated without a month notice or without payment of one month wages in lieu of notice and without payment of lawful terminal dues.

- (2) In spite of continuous availability of work their services were terminated and work was taken on outsourcing through some other workers.

I am taking both of the prepositions one by one. Before giving my view on both of the prepositions, it is important to mention that Industrial Disputes Act does not bar the termination of services of casual workers but it regulates the termination. The termination of services of the casual workers is regulated in the sense that if the services of workmen are no more required and they have completed 240 days of work in the preceding year from the date of termination, their services have to be terminated as per the procedure laid down in the Act. Meaning thereby, one month notice or payment of one month wages in lieu of notice and payment of lawful retrenchment compensation is condition precedent of termination. If this condition precedent has not been complied with, the termination will be illegal and void ab initio.

It is also important to mention that protection given by the Industrial Disputes Act is relating to protection of right to work which has no right to post. The right to work of any workman can even be recognized without any post. Meaning thereby, the casual nature of work can be taken even without any post and if the work is of continuous nature the services of the workman cannot be terminated without complying with the provisions of the Act.

No doubt it is the duty of every workman to establish that he completed 240 days of work in the preceding year from the date of termination. The preliminary burden is on the workman that he has worked with the management and has completed 240 days of work. In all these industrial disputes, it is admitted by the management that every and each workman had worked with the management and it is nowhere challenged that their initial appointment was bad in law. Rather it is contended by the management that initially their services were taken without the intervention of employment office but during the years 1986 to 1988 their services were taken lawfully through employment office. Meaning thereby, initial engagement of each workman was lawful. In case the management has admitted that workmen had worked for a substantial period and they have requested for summoning the documents, it is on the management to file each and every document relating to the services of the workman. The management has given a statement along with affidavit without supporting document from where this statement has been made out. None of the workman has admitted the statement. Accordingly, adverse inference shall be taken and it shall be considered that every workman has completed 240 days of work in the preceding year from the date of termination. It is admitted that their termination from the service was without notice and without payment of lawful terminal dues. Accordingly, termination was bad in law.

Another issue for adjudication is whether the management is empowered to introduce new system discharging the work entrusted to and discharged by each workman, in case work is of the perennial nature and there had been no complaint against the work and conduct of any workman. The Industrial Disputes Act also recognize and protect the right to work. This right to work on priority is protected even to retrenchee. It is admitted by the management that work was of continuous nature and the work which the workmen were doing prior to their termination was taken by other persons on outsourcing. Meaning thereby, the work was available but these workmen were denied the work and the same was discharged by another persons through outsourcing. Getting the work through outsourcing also violate the right of each workman for the priority to work under Section 25H of the Industrial Disputes Act. Meaning thereby, on the continuous nature of work the priority should have been given to the workmen and this work should have been given to any workman either directly or through outsourcing. At the cost of repetition the workmen have not come for regularization of their services. They have just approached this Tribunal for the protection of right to work which is protected by the Industrial Disputes Act. Thus even if the contention of management is believed that none of the workman has completed 240 days of work, their right which was protected under Section 25H of the Industrial Disputes Act was violated by the management by providing the work which they were doing to another persons on outsourcing. When any right under Section 25H is violated, it is no more required to the workman to prove that they have worked 240 days in the preceding year from the date of their termination. Accordingly, all these industrial disputes are answered as follows :

- (1) For the reasons mentioned in the body of this Award the management is an industry.
- (2) For the reasons mentioned in the body of the Award the termination of each workman is against the provisions of Section 25H and G of the Industrial Disputes Act.

Where the question before the Tribunal is the violation of right of workmen under Section 25H of the Act, the only remedy available to the workmen is their reinstatement in the same position they were working prior to their termination. Thus, the management is directed to reinstate the services of the each workman on the same position they were working prior to their termination within one month from the date of publication of Award. Let Central Government be approached for publication of Award and thereafter, files be consigned.

Chandigarh.

G.K. SHARMA, Presiding Officer

नई दिल्ली, 18 मार्च, 2011

का. आ. 1039.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (एलसीआईडी संदर्भ संख्या 44/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-03-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर(सी-II)]
डॉ. एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 18th March, 2011

S.O. 1039.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 44/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 18-03-2011.

[No. L-22013/1/2011-IR(C-II)]
D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Monday, the Tenth day of January, Two Thousand and Eleven

PRESENT :

1. Sri T. Pattabhi Rama Rao : Presiding Officer
2. Sri C. Niranjan Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006, dt. 22-08-2006)

In the matter of case LCID No. 44/2009

PLAC 10/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN

Nagam Buchapathi, (EC NO. 2307628), S/o Chandraiah, aged about 46, years
Ex-Coal Filler at Goleti-1 Incline,
Singareni Collieries Company Limited,
Bellampally, Adilabad Dist. Petitioner

AND

1. The Singareni Collieries Ltd.,
Rep. by its General Manager,
Bellampalli Area, Bellampalli,
Adilabad District.
2. The Superintendent of Mines,
Goleti-1 Incline, Singareni Collieries
Company Limited,
Bellampally, Adilabad Dist. Respondents

This case is coming up before the Lok Adalat on 10-01-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel, Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his counsel, Sri M.V. Hanumantha Rao on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following :

AWARD

Under Section 21 of the L.S.A. Act, 1987

The Petitioner having agreed to the detailed proposals of the Management [Clauses (a) to (g)], the contents of which are read over and explained to him in this language and agreed by him by signing the proposal sheet (enclosed to the Award), the Respondent is directed to take him back to duty forthwith as, Badli Coal Filler afresh wherever coal filing is available.

This LCID is disposed of accordingly.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the members of this Lok Adalat Bench.

Sd/- Sd/-

Signature of Applicant(s) Signature of Respondent(s)

Sd/-

Signature of Counsel for Applicant(s)

Sd/-

Signature of Counsel for Respondent(s)

1. Sd/- 2. Sd/- 3. Sd/-

Signature of Presiding Officer & Members of Bench.

Note : This Award is final and binding on all the parties and no appeal shall lie to any court as per Sec. 21(2) of the LSA Act, 1987.

T. PATTABHI RAMA RAO, Presiding Officer

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
HYDERABAD**

LCID No. 44/2009

Proposals of the management :

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of Singareni Collieries Co. Ltd. agrees to put forth the following proposals :

- (a) Absenteeism cases pending before Tribunal as fresh appointment as Badli Coal Filler without back wages and continuity of service subject to medical fitness by Company Medical Board.
- (b) At least 100 musters in any of the two years of preceding 5 years of the dismissal.
- (c) Only Absenteeism dismissal cases will be considered, provided the dispute is raised within 3 years from the date of dismissal from service.
- (d) Irrespective of past designations appointment as Badli Coal Filler afresh on Coal filling where coal filling is available and need not be the same place where the workman was last employed.
- (e) The observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any short fall of attendance during the 3 months period, the services will be terminated without any further notice and enquiry.
- (f) Any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.
- (g) All other usual terms and conditions of appointment will be applicable i.e. transfer, hours of work, days of rest, holidays etc., for appointment fresh.

The Hon'ble Members may kindly take note of the above and pass consent award under Section 21 of LSA Act, 1987.

नई दिल्ली, 18 मार्च, 2011

क्र. आ. 1040.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (एलसीआईडी संदर्भ संख्या 49/2007)

को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-03-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर(सी-11)]
डॉ. एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 18th March, 2011.

S.O. 1040.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 49/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 18-03-2011.

[No. L-22013/1/2011-IR(C-II)]
D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Monday the Tenth day of January, Two Thousand and Eleven

PRESENT :

1. Sri T. Pattabhi Rama Rao : Presiding Officer
2. Sri C. Niranjana Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006, dt. 22-08-2006)

In the matter of case LCID No. 49/2009

PLAC 11/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN

Adapa Raju, (EC No. 2909543), S/o Ramulu,
Aged about 31 years, worked as Badli Filler
at RK NT Incline,
Singareni Collieries Company Limited,
Srirampur Area, Srirampur, Adilabad Dist., ... Petitioner

AND

1. The Singareni Collieries Company Ltd.,
Rep. by its Chief General Manager,
Srirampur Area, Srirampur,
Adilabad District.
2. The Superintendent of Mines,
Singareni Collieries Company Limited,

RK-NT Incline, Srirampur Area,
Srirampur, Adilabad Dist.

... Respondents

This case is coming up before the Lok Adalat on 10-01-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel, Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his counsel, Sri M.V. Hanumantha Rao on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following :

AWARD

Under Section 21 of the L.S.A. Act, 1987

The Petitioner having agreed to the detailed proposals of the Management [Clauses (a) to (g)], the contents of which are read over and explained to him in his language and agreed by him by signing the proposal sheet (enclosed to the Award), the Respondent is directed to take him back to duty forthwith as, Badli Coal Filler afresh wherever coal filling is available.

This LCID is disposed of accordingly.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the members of this Lok Adalat Bench.

Sd/-

Sd/-

Signature of Applicant(s) Signature of Respondent(s)

Sd/-

Signature of Counsel for Applicant(s)

Sd/-

Signature of Counsel for Respondent(s)

1. Sd/-

2. Sd/-

3. Sd/-

Signature of Presiding Officer & Members of Bench.

Note : This Award is final and binding on all the parties and no appeal shall lie to any court as per Sec. 21(2) of the LSA Act, 1987.

T. PATTABHI RAMA RAO, Presiding Officer

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
HYDERABAD**

LCID No. 49/2007

Proposals of the management :

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of Singareni Collieries Co. Ltd. agrees to put forth the following proposals :

- (a) Absenteeism cases pending before Tribunal as fresh appointment as Badli Coal Filler without back wages and continuity of service subject to medical fitness by Company Medical Board.
- (b) At least 100 musters in any of the two years of the preceding 5 years of the dismissal.
- (c) Only Absenteeism dismissal cases will be considered, provided the dispute is raised within 3 years from the date of dismissal from service.
- (d) Irrespective of past designations appointment as Badli Coal Filler afresh on Coal filling where coal filling is available and need not be the same place where the workman was last employed.
- (e) The observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any short fall of attendance during the 3 months period, the services will be terminated without any further notice and enquiry.
- (f) Any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.
- (g) All other usual terms and conditions of appointment will be applicable i.e. transfer, hours of work, days of rest, holidays etc., for appointment afresh.

The Hon'ble Members may kindly take note of the above and pass consent award under Section 21 of LSA Act, 1987.

नई दिल्ली, 18 मार्च, 2011

का. आ. 1041.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (एलसीआईडी संदर्भ संख्या 125/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-03-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर(सी-11)]

डी. एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 18th March, 2011

S.O. 1041.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 125/2007) of the Central Government Industrial Tribunal-cum-

Labour Court, Hyderabad now as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 18-03-2011.

[No. L-22013/1/2011-IR(C-II)]
D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Monday the Tenth day of January, Two Thousand and Eleven

PRESENT :

1. Sri T. Pattabhi Rama Rao : Presiding Officer
2. Sri C. Niranjan Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006, dt. 22-08-2006)

In the matter of case LCID No. 125/2007

PLAC 20/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN

Durgam Laxmaiah, (EC No. 1172850),
S/o Posham, aged about 42 years,
Ex. Coal Filler at SRP-1 Incline,
Singareni Collieries Company Limited,
Srirampura, Adilabad Dist.

... Petitioner

AND

1. The Singareni Collieries Company Ltd.,
Rep. by Chief General Manager,
Srirampur, Adilabad District.
2. The Superintendent of Mines,
Singareni Collieries Company Limited,
SRP-I, Incline, Srirampur,
Adilabad Dist.

... Respondents

This case is coming up before the Lok Adalat on 10-01-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel, Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his counsel, Sri PAVVS Sarma on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following :

AWARD

Under Section 21 of the L.S.A. Act, 1987

The Petitioner having agreed to the detailed proposals of the Management [Clauses (a) to (g)], the contents of which are read over and explained to him in his language and agreed by him by signing the proposal sheet (enclosed to the Award), the Respondent is directed to take him back to duty forthwith as, Badli Coal Filler afresh wherever coal filling is available.

This LCID is disposed of accordingly.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the members of this Lok Adalat Bench.

Sd/-

Sd/-

Signature of Applicant(s) Signature of Respondent(s)

Sd/-

Signature of Counsel for Applicant(s)

Sd/-

Signature of Counsel for Respondent(s)

1. Sd/-

2. Sd/-

3. Sd/-

Signature of Presiding Officer & Members of the Bench.

Note : This Award is final and binding on all the parties and no appeal shall lie to any court as per Sec. 21(2) of the LSA Act, 1987.

T. PATTABHI RAMA RAO, Presiding Officer

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
HYDERABAD**

LCID No. 125/2007

Proposals of the management :

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of Singareni Collieries Co. Ltd. agrees to put forth the following proposals :

- (a) Absenteeism cases pending before Tribunal as fresh appointment as Badli Coal Filler without back wages and continuity of service subject to medical fitness by Company Medical Board.
- (b) At least the 100 musters in any of the two years of the preceding 5 years of the dismissal.
- (c) Only Absenteeism dismissal cases will be considered, provided the dispute is raised within 3 years from the date of dismissal from service.

(d) Irrespective of past designations appointment as Badli Coal Filler afresh on Coal filling where coal filling is available and need not be the same place where the workman was last employed.

(e) The observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any short fall of attendance during the 3 months period, the services will be terminated without any further notice and enquiry.

(f) Any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.

(g) All other usual terms and conditions of appointment will be applicable i.e. transfer, hours of work, days of rest, holidays etc., for appointment afresh.

The Hon'ble Members may kindly take note of the above and pass consent award under Section 21 of LSA Act, 1987.

नई दिल्ली, 18 मार्च, 2011

क्र. आ. 1042.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (एलसीआईडी संख्या 30/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-03-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर(सी-II)]
डी. एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 18th March, 2011

S.O. 1042.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 30/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad, as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 18-03-2011.

[No. L-22013/1/2011-IR(C-II)]
D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Monday the Tenth day of January, Two Thousand and Eleven

PRESENT :

1. Sri T. Pattabhi Rama Rao : Presiding Officer
2. Sri C. Niranjan Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006, dt. 22-08-2006)

In the matter of case LCID No. 30/2007

PLAC 3/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN

Kalvala Srinivas (EC No. 0882907), S/o Yellaiah, aged about 34 years,
Ex. Coal Filler, GDK 6B Incline,
Singareni Collieries Company Limited,
Godavarikhani, Karimnagar Dist. ... Petitioner

AND

1. The Singareni Collieries Company Ltd.,
Rep. by its Chief General Manager,
RG-I Area, Godavarikhani,
Karimnagar District
2. The Superintendent of Mines,
Singareni Collieries Company Limited,
GDK 6 B, Incline
Godavarikhani, Karimnagar Dist. ... Respondents

This case is coming up before the Lok Adalat on 10-01-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel, Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his counsel, Sri S.M. Subhani on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following :

AWARD

Under Section 21 of the L.S.A. Act, 1987

The Petitioner having agreed to the detailed proposals of the Management [Clauses (a) to (g)], the contents of which are read over and explained to him in his language and agreed by him by signing the proposal

sheet (enclosed to the Award), the Respondent is directed to take him back to duty forthwith as, Badli Coal Filler afresh wherever coal filling is available.

This LCID is disposed of accordingly.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the members of this Lok Adalat Bench.

Sd/-

Sd/-

Signature of Applicant(s) Signature of Respondent(s)

Sd/-

Signature of Counsel for Applicant(s)

Sd/-

Signature of Counsel for Respondent(s)

1. Sd/-

2. Sd/-

3. Sd/-

Signature of Presiding Officer & Members of the Bench

Note : This Award is final and binding on all the parties and no appeal shall lie to any court as per Sec. 21(2) of the LSA Act, 1987.

T. PATTABHI RAMA RAO, Presiding Officer

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
HYDERABAD**

LCID No. 30/2007

Proposals of the Management :

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of Singareni Collieries Co. Ltd. agrees to put forth the following proposals :

- (a) Absenteeism cases pending before Tribunal as fresh appointment as Badli Coal Filler without back wages and continuity of service subject to medical fitness by Company Medical Board.
- (b) At least 100 musters in any of the two years of preceding 5 years of the dismissal.
- (c) Only Absenteeism dismissal cases will be considered, provided the dispute is raised within 3 years from the date of dismissal from service.
- (d) Irrespective of past designations appointment as Badli Coal Filler afresh on Coal filling where coal filling is available and need not be the same place where the workman was last employed.
- (e) The observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any short

fall of attendance during the 3 months period, the services will be terminated without any further notice and enquiry.

(f) Any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.

(g) All other usual terms and conditions of appointment will be applicable i.e. transfer, hours of work, days of rest, holidays etc., for appointment afresh.

The Hon'ble Members may kindly take note of the above and pass consent award under Section 21 of LSA Act, 1987.

नई दिल्ली, 18 मार्च, 2011

का. आ. 1043.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (एलसीआईडी संख्या 116/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-03-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर(सी-II)]

डी. एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 18th March, 2011

S.O. 1043.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 116/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad, as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 18-03-2011.

[No. L-22013/1/2011-IR(C-II)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Monday the Tenth day of January, Two Thousand and Eleven

PRESENT :

1. Sri T. Pattabhi Rama Rao : Presiding Officer
2. Sri C. Niranjan Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006, dt. 22-08-2006)

In the matter of case LCID No. 116/2007

PLAC 19/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN

Palakurthy Ashanna, (EC No. 2906503),
S/o P. Balaiah, aged about 30 years,
worked as Badli Filler, SRP-I Incline,
Singareni Collieries Company Limited,
Srirampur, Adilabad Dist. ... Petitioner

AND

1. The Singareni Collieries Company Ltd.,
Rep. by its General Manager,
Srirampur, Adilabad District.
2. The Superintendent of Mines,
Singareni Collieries Company Limited,
SRP-I Incline, Srirampur,
Adilabad Dist. ... Respondents

This case is coming up before the Lok Adalat on 10-01-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel, Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his counsel Sri PAVVS Sarma on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following :

AWARD

Under Section 21 of the L.S.A. Act, 1987

The Petitioner having agreed to the detailed proposals of the Management [Clauses (a) to (g)], the contents of which are read over and explained to him in his language and agreed by him by signing the proposal sheet (enclosed to the Award), the Respondent is directed to take him back to duty forthwith as Badli Coal Filler afresh wherever coal filling is available.

This LCID is disposed of accordingly.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the members of this Lok Adalat Bench.

Sd/-

Signature of Applicant(s) Signature of Respondent(s)

Sd/-

Signature of Counsel for Applicant(s)

Sd/-

Signature of Counsel for Respondent(s)

1. Sd/-

2. Sd/-

3. Sd/-

Signature of Presiding Officer & Members of Bench.

Note : This Award is final and binding on all the parties and no appeal shall lie to any court as per Sec. 21(2) of the LSA Act, 1987.

T. PATTABHI RAMA RAO, Presiding Officer

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
HYDERABAD**

LCID No. 116/2007

Proposals of the management :

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of Singareni Collieries Co. Ltd. agrees to put forth the following proposals :

- (a) Absenteeism cases pending before Tribunal as fresh appointment as Badli Coal Filler without back wages and continuity of service subject to medical fitness by Company Medical Board.
- (b) At least 100 musters in any of the two years of preceding 5 years of the dismissal.
- (c) Only Absenteeism dismissal cases will be considered, provided the dispute is raised within 3 years from the date of dismissal from service.
- (d) Irrespective of past designations appointment as Badli Coal Filler afresh on Coal filling where coal filling is available and need not be the same place where the workman was last employed.
- (e) The observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential in the event of any shortfall of attendance during the 3 months period, the services will be terminated without any further notice and enquiry.
- (f) Any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.

- (g) All other usual terms and conditions of appointment will be applicable i.e. transfer, hours of work, days of rest, holidays etc., for appointment afresh.

The Hon'ble Members may kindly take note of the above and pass consent award under section 21 of LSA Act, 1987.

नई दिल्ली, 18 मार्च, 2011

का. आ. 1044.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (एलसीआईडी संख्या 138/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-03-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर(सी-II)]

डी. एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 18th March, 2011

S.O. 1044.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 138/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 18-03-2011.

[No. L-22013/1/2011-IR(C-II)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Monday the Tenth day of January, Two Thousand and Eleven

PRESENT:

1. Sri T. Pattabhi Rama Rao : Presiding Officer
2. Sri C. Niranjan Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006, dt. 22-08-2006)

In the matter of case LCID No. 138/2007

PLAC 22/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN:

Manchikatla Prasad, (EC No. 2914467),
S/o. Pentaiah, aged about 33 years,
Ex-Badli Filler, IK1A Incline,
Singareni Collieries Company Limited,
Srirampur, Adilabad Dist.

... Petitioner

AND

1. The Singareni Collieries Company Ltd.,
Rep. by its General Manager,
Srirampur Area, Srirampur,
Adilabad District.

2. The Colliery Manager,
IK-1A Incline,
Singareni Collieries Company Limited,
Srirampur, Adilabad Dist.

... Respondents

This case is coming up before the Lok Adalat on 10-01-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel, Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his counsel, Sri M.V. Hanumantha Rao on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following:

AWARD

Under Section 21 of the L.S.A. Act, 1987

The Petitioner having agreed to the detailed proposals of the Management [Clauses (a) to (g)], the contents of which are read over and explained to him in his language and agreed by him by signing the proposal sheet (enclosed to the Award), the Respondent is directed to take him back to duty forthwith as Badli Coal Filler afresh wherever coal filling is available.

This LCID is disposed of accordingly.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the members of this Lok Adalat Bench.

Sd/-

Sd/-

Signature of Applicant(s) Signature of Respondent(s)

Sd/-

Signature of Counsel for Applicant(s)

Sd/-

Signature of Counsel for Respondent(s)

1. Sd/-

2. Sd/-

3. Sd/-

Signature of Presiding Officer & Members of Bench.

Note : This Award is final and binding on all the parties and no appeal shall lie to any court as per Sec. 21(2) of the LSA Act, 1987.

T. PATTABHI RAMA RAO, Presiding Officer
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
HYDERABAD

LCID No. 138/2007

Proposals of the management :

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of Singareni Collieries Co. Ltd. agrees to put forth the following proposals :

- Absenteeism cases pending before Tribunal as fresh appointment as Badli Coal Filler without back wages and continuity of service subject to medical fitness by Company Medical Board.
- At least 100 musters in any of the two years of the preceding 5 years of the dismissal.
- Only Absenteeism dismissal cases will be considered, provided the dispute is raised within 3 years from the date of dismissal from service.
- Irrespective of past designations appointment as Badli Coal Filler afresh on Coal filling where coal filling is available and need not be the same place where the workman was last employed.
- The observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. in the event of any short fall of attendance during the 3 months period, the services will be terminated without any further notice and enquiry.
- Any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.
- All other usual terms and conditions of appointment will be applicable i.e. transfer, hours of work, days of rest, holidays etc., for appointment of afresh.

The Hon'ble Members may kindly take note of the above and pass consent award under section 21 of LSA Act, 1987.

नई दिल्ली, 18 मार्च, 2011

का. आ. 1045.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण, हैदराबाद के पंचाट (एलसीआईडी संख्या 68/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-03-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर(सी-11)]
डी. एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 18th March, 2011

S.O. 1045.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 68/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 18-03-2011.

[No. L-22013/1/2011-IR(C-II)]
D.S.S. SRINIVASA RAO, Desk Officer

**ANNEXURE
IN THE LOK ADALAT**

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Monday the Tenth day of January, Two Thousand and Eleven

PRESENT :

- Sri T. Pattabhi Rama Rao : Presiding Officer
- Sri C. Niranjan Rao : Member
- Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006, dt. 22-08-2006)

In the matter of case LCID No. 68/2007

PLAC 12/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN

Addicherla Mallesh (EC No. 1001384),
S/o Rajamallu, aged about 34 years,
worked as Badli Coal Filler at GDK-7A (LE) Project,
RG-I Area,
Singareni Collieries Company Limited,
Godavarikhani, Karimnagar Dist. ... Petitioner

AND

- The Singareni Collieries Company Ltd.,
Rep. by its General Manager,
RG-I Area, Godavarikhani,
Karimnagar District

2. The Superintendent of Mines,
GDK-7(LE) Project,
Singareni Collieries Company Limited,
Godavarihani, Karimnagar Dist. . . . Respondents

This case is coming up before the Lok Adalat on 10-01-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel, Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his counsel, Sri M.V. Hanumantha Rao on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following :

AWARD

Under Section 21 of the L.S.A. Act, 1987

The Petitioner having agreed to the detailed proposals of the Management [Clauses (a) to (g)], the contents of which are read over and explained to him in his language and agreed by him by signing the proposal sheet (enclosed to the Award), the Respondent is directed to take him back to duty forthwith as, Badli Coal Filler afresh wherever coal filling is available.

This LCID is disposed of accordingly.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the members of this Lok Adalat Bench.

Sd/-

Sd/-

Signature of Applicant(s) Signature of Respondent(s)

Sd/-

Signature of Counsel for Applicant(s)

Sd/-

Signature of Counsel for Respondent(s)

1. Sd/-

2. Sd/-

3. Sd/-

Signature of Presiding Officer & Members of the Bench.

Note : This Award is final and binding on all the parties and no appeal shall lie to any court as per Sec. 21(2) of the LSA Act, 1987.

T. PATTABHI RAMA RAO, Presiding Officer

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
HYDERABAD**

LCID No. 68/2007

Proposals of the management :

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of

Singareni Collieries Co. Ltd. agrees to put forth the following proposals :

- (a) Absenteeism cases pending before Tribunal as fresh appointment as Badli Coal Filler without back wages and continuity of service subject to medical fitness by Company Medical Board.
- (b) At least 100 musters in any of the two years of preceding 5 years of the dismissal.
- (c) Only Absenteeism dismissal cases will be considered, provided the dispute is raised within 3 years from the date of dismissal from service.
- (d) Irrespective of past designations appointment as Badli Coal Filler afresh on Coal filling where coal filling is available and need not be the same place where the workman was last employed.
- (e) The observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. in the event of any short fall of attendance during the 3 months period, the services will be terminated without any further notice and enquiry.
- (f) Any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.
- (g) All other usual terms and conditions of appointment will be applicable i.e. transfer, hours of work, days of rest, holidays etc., for appointment afresh.

The Hon'ble Members may kindly take note of the above and pass consent award under Section 21 of LSA Act, 1987.

नई दिल्ली, 18 मार्च, 2011

का. आ. 1046.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (एलसीआईडी संख्या 05/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-03-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर(सी-11)]
डी. एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 18th March, 2011

S.O. 1046.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No.

05/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 18-03-2011.

[No. L-22013/1/2011-IR(C-II)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Monday the Tenth day of January, Two Thousand and Eleven

PRESENT :

1. Sri T. Pattabhi Rama Rao : Presiding Officer
2. Sri C. Niranjan Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006, dt. 22-08-2006)

In the matter of case No. LCID No. 5/2008

PLAC 1/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN:

Ramatenki Sathaiah, (EC No. 2892584),
S/o Ramaiah, aged about 36 years,
Ex-Badli Filler, RKNT Incline,
Singareni Collieries Company Limited,
Srirampur Area, Adilabad Dist. ... Petitioner

AND

1. The General Manager,
Singareni Collieries Company Limited,
Srirampur Area, Srirampur,
Adilabad District.
2. The Superintendent of Mines,
Singareni Collieries Company Ltd.,
RKNT Incline, Srirampur,
Adilabad Dist. ... Respondents

This case is coming up before the Lok Adalat on 10-01-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel, Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his counsel, Sri S.M. Subhani on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following :

AWARD

Under Section 21 of the L.S.A. Act, 1987

The Petitioner having agreed to the detailed proposals of the Management [Clauses (a) to (g)], the contents of which are read over and explained to him in his language and agreed by him by signing the proposal sheet (enclosed to the Award), the Respondent is directed to take him back to duty forthwith as Badli Coal Filler afresh wherever coal filling is available.

This LCID is disposed of accordingly.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the members of this Lok Adalat Bench.

Sd/-

Sd/-

Signature of Applicant(s) Signature of Respondent(s)

Sd/-

Signature of Counsel for Applicant(s)

Sd/-

Signature of Counsel for Respondent(s)

Signature of Presiding Officer & Members of Bench

1. Sd/-

2. Sd/-

3. Sd/-

Note : This Award is final and binding on all the parties and no appeal shall lie to any court as per Sec. 21(2) of the LSA Act, 1987.

T. PATTABHI RAMA RAO, Presiding Officer

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
HYDERABAD**

LCID No. 5/2008

Proposals of the Management :

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of Singareni Collieries Co. Ltd. agrees to put forth the following proposals :

- (a) Absenteeism cases pending before Tribunal as fresh appointment as Badli Coal Filler without back wages and continuity of service subject to medical fitness by Company Medical Board.
- (b) At least 100 musters in any of the two years of preceding 5 years of the dismissal.
- (c) Only Absenteeism dismissal cases will be considered, provided the dispute is raised within 3 years from the date of dismissal from service.

(d) Irrespective of past designations appointment as Badli Coal Filler afresh on Coal filling where coal filling is available and need not be the same place where the workman was last employed.

(e) The observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any short fall of attendance during the 3 months period, the services will be terminated without any further notice and enquiry.

(f) Any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.

(g) All other usual terms and conditions of appointment will be applicable i.e. transfer, hours of work, days of rest, holidays etc., for appointment afresh.

The Hon'ble Members may kindly take note of the above and pass consent award under section 21 of LSA Act, 1987.

नई दिल्ली, 18 मार्च, 2011

का. आ. 1047.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (एलसीआईडी संख्या 78/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-03-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर(सी-II)]
डी. एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 18th March, 2011

S.O. 1047.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 78/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 18-03-2011.

[No. L-22013/1/2011-IR(C-II)]
D.S.S. SRINIVAS RAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Monday the Tenth day of January, Two Thousand and Eleven

PRESENT:

1. Sri T. Pattabhi Rama Rao : Presiding Officer
2. Sri C. Niranjan Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006, dt. 22-08-2006)

In the matter of case No. LCID No. 78/2008

PLAC 14/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN:

Sri.Nallatheegala Venkateswar,
(EC NO. 2577354), S/o Posham,
aged about 46 years, worked as Coal
Filler at RK-6 Incline,
Singareni Collieries Company Limited,
Srirampur Area,
Srirampur, Adilabad Dist.

... Petitioner

AND

1. The Singareni Collieries Company Ltd.,
Rep. by its General Manager,
Srirampur Area, Srirampur,
Adilabad District.
2. The Superintendent of Mines,
Singareni Collieries Company Ltd.,
RK-6 Incline, Srirampur,
Adilabad Dist.

... Respondents

This case is coming up before the Lok Adalat on 10-01-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel, Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his counsel, Sri P.A.V.V.S. Sarma on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following:

AWARD

Under Section 21 of the L.S.A. Act, 1987

The Petitioner having agreed to the detailed proposals of the Management [Clauses (a) to (g)], the contents of which are read over and explained to him in

his language and agreed by him by signing the proposal sheet (enclosed to the Award), the Respondent is directed to take him back to duty forthwith as, Badli Coal Filler afresh wherever coal filling is available.

This LCID is disposed of accordingly.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the members of this Lok Adalat Bench.

Sd/-

Sd/-

Signature of Applicant(s) Signature of Respondent(s)

Sd/-

Signature of Counsel for Applicant(s)

Sd/-

Signature of Counsel for Respondent(s)

1. Sd/-

2. Sd/-

3. Sd/-

Signature of Presiding Officer & Members of the Bench.

Note : This Award is final and binding on all the parties and no appeal shall lie to any court as per Sec. 21(2) of the LSA Act, 1987.

T. PATTABHI RAMA RAO, Presiding Officer

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
HYDERABAD**

LCID No. 78/2008

Proposals of the Management :

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of Singareni Collieries Co. Ltd. agrees to put forth the following proposals :

- (a) Absenteeism cases pending before Tribunal as fresh appointment as Badli Coal Filler without back wages and continuity of service subject to medical fitness by Company Medical Board.
- (b) At least 100 musters in any of the two years of preceding 5 years of the dismissal.
- (c) Only Absenteeism dismissal cases will be considered, provided the dispute is raised within 3 years from the date of dismissal from service.
- (d) Irrespective of past designations appointment as Badli Coal Filler afresh on Coal filling where coal filling is available and need not be the same place where the workman was last employed.
- (e) The observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is

absolutely essential. In the event of any short fall of attendance during the 3 months period, the services will be terminated without any further notice and enquiry.

- (f) Any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.

- (g) All other usual terms and conditions of appointment will be applicable i.e. transfer, hours of work, days of rest, holidays etc., for appointment afresh.

The Hon'ble Members may kindly take note of the above and pass consent award under Section 21 of LSA Act, 1987.

नई दिल्ली, 18 मार्च, 2011

का. आ. 1048.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (एलसीआईडी संख्या 43/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-03-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर(सी-II)]

डी. एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 18th March, 2011

S.O. 1048.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 43/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 18-03-2011.

[No. L-22013/1/2011-IR(C-II)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Monday the Tenth day of January, Two Thousand and Eleven

PRESENT:

1. Sri T. Pattabhi Rama Rao : Presiding Officer.
2. Sri C. Niranjan Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the
APSLSA Order ROC No. 186/LSA/2006, dt. 22-08-2006)

In the matter of case LCID No. 43/2008

PLAC 9/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN

Md. Jaffar Hussain, (EC No. 1706374),
S/o Yusuf Hussain, aged about 42 years,
Ex-Coal Filler at CH-2 Incline,
IK & CHNR Area,
Singareni Collieries Company Limited,
Adilabad District

... Petitioner

AND

1. The Singareni Collieries Company Ltd.,
Rep. by its General Manager,
IK & CHNR Area,
Adilabad District
2. The Superintendent of Mines,
CH-2 Incline, IK & CHNR Area,
Singareni Collieries Company Limited,
Adilabad Dist

... Respondents

This case is coming up before the Lok Adalat on 10-01-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel, Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his counsel, Sri M.V. Hanumantha Rao on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following :

AWARD

Under Section 21 of the L.S.A. Act, 1987

The Petitioner having agreed to the detailed proposals of the Management [Clauses (a) to (g)], the contents of which are read over and explained to him in his language and agreed by him by signing the proposal sheet (enclosed to the Award), the Respondent is directed to take him back to duty forthwith as, Badli Coal Filler afresh wherever coal filling is available.

This LCID is disposed of accordingly.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the members of this Lok Adalat Bench.

Sd/-

Sd/-

Signature of Applicant(s) Signature of Respondent(s)

Sd/-

Signature of Counsel for Applicant(s)

Sd/-

Signature of Counsel for Respondent(s)

1. Sd/-

2. Sd/-

3. Sd/-

Signature of Presiding Officer & Members of the Bench.

Note : This Award is final and binding on all the parties and no appeal shall lie to any court as per Sec. 21(2) of the LSA Act, 1987.

T. PATTABHI RAMA RAO, Presiding Officer

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
HYDERABAD**

LCID No. 43/2008

Proposals of the Management :

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of Singareni Collieries Co. Ltd. agrees to put forth the following proposals :

- (a) Absenteeism cases pending before Tribunal as fresh appointment as Badli Coal Filler without back wages and continuity of service subject to medical fitness by Company Medical Board.
- (b) At least 100 musters in any of the two years of preceding 5 years of the dismissal.
- (c) Only Absenteeism dismissal cases will be considered, provided the dispute is raised within 3 years from the date of dismissal from service.
- (d) Irrespective of past designations appointment as Badli Coal Filler afresh on Coal filling where coal filling is available and need not be the same place where the workman was last employed.
- (e) The observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any short-fall of attendance during the 3 months period, the services will be terminated without any further notice and enquiry.
- (f) Any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.

- (g) All other usual terms and conditions of appointment will be applicable i.e. transfer, hours of work, days of rest, holidays etc., for appointment afresh.

The Hon'ble Members may kindly take note of the above and pass consent award under section 21 of LSA Act, 1987.

नई दिल्ली, 18 मार्च, 2011

का. आ. 1049.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (एलसीआईडी संख्या 96/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-03-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर(सी-II)]
डी. एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 18th March, 2011

S.O. 1049.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 96/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad now as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 18-03-2011.

[No. L-22013/1/2011-IR(C-II)]
D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Monday, the Tenth day of January, Two Thousand and Eleven

PRESENT:

1. Sri T. Pattabhi Rama Rao : Presiding Officer
2. Sri C. Niranjan Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006, dt. 22-08-2006)

In the matter of case LCID No. 96/2008

PLAC 16/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

1217 GI/11—13

BETWEEN:

Suddala Srinivas, (EC No. 2903466),
S/o Mallesh, aged about 30 years,
Ex-Coal Filler at KTK-2 Incline,
Singareni Collieries Company Limited,
Bhupalpally, Warangal Dist.

... Petitioner

AND

1. The Singareni Collieries Company Limited,
Rep. by its General Manager,
Bhupalpally,
Warangal Dist.
2. The Dy. General Manager/Supdt. of Mines,
KTK-2 Incline,
Singareni Collieries Company Limited,
Bhupalpally, Warangal Dist.

... Respondents

This case is coming up before the Lok Adalat on 10-01-2011 for settlement in the presence of the applicant appearing in person/represented by his Counsel, Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his Counsel, Sri P.A.V.V.S. Sarma on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following:

AWARD

Under Section 21 of the L.S.A. Act, 1987

The Petitioner having agreed to the detailed proposals of the Management [Clauses (a) to (g)], the contents of which are read over and explained to him in his language and agreed by him by signing the proposal sheet (enclosed to the Award), the Respondent is directed to take him back to duty forthwith as, Badli Coal Filler afresh wherever coal filling is available.

This LCID is disposed of accordingly.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the members of this Lok Adalat Bench.

Sd/-

Sd/-

Signature of Applicant(s) Signature of Respondent(s)

Sd/-

Signature of Counsel for Applicant(s)

Sd/-

Signature of Counsel for Respondent(s)

1. Sd/-

2. Sd/-

3. Sd/-

Signature of Presiding Officer & Members of the Bench.

Note : This Award is final and binding on all the parties and no appeal shall lie to any court as per Sec. 21(2) of the LSA Act, 1987.

T. PATTABHI RAMA RAO, Presiding Officer

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
HYDERABAD**

LCID No. 96/2008

Proposals of the Management :

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of Singareni Collieries Co. Ltd. agrees to put forth the following proposals :

- (a) Absenteeism cases pending before Tribunal as fresh appointment as Badli Coal Filler without back wages and continuity of service subject to medical fitness by Company Medical Board.
- (b) At least 100 musters in any of the two years of preceding 5 years of the dismissal.
- (c) Only Absenteeism dismissal cases will be considered, provided the dispute is raised within 3 years from the date of dismissal from service.
- (d) Irrespective of past designations appointment as Badli Coal Filler afresh on Coal filling where coal filling is available and need not be the same place where the workman was last employed.
- (e) The observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any short-fall of attendance during the 3 months period, the services will be terminated without any further notice and enquiry.
- (f) Any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.
- (g) All other usual terms and conditions of appointment will be applicable i.e. transfer, hours of work, days of rest, holidays etc., for appointment afresh.

The Hon'ble Members may kindly take note of the above and pass consent award under Section 21 of LSA Act, 1987.

नई दिल्ली, 18 मार्च, 2011

का. आ. 1050.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस.सी.सी.एल.

के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (एलसीआईडी संख्या 93/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-03-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर(सी-11)]

डी. एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 18th March, 2011

S.O. 1050.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 93/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad now as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 18-03-2011.

[No. L-22013/1/2011-IR(C-II)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Monday the Tenth day of January, Two Thousand and Eleven

PRESENT :

1. Sri T. Pattabhi Rama Rao : Presiding Officer
2. Sri C. Niranjan Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006, dt. 22-08-2006)

In the matter of case No. LCID No. 93/2008

PLAC 15/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN :

Gandla Narsaiah, (EC No. 2911053),
S/o Odelu, aged about 37 years,
Ex-Badli Filler at Chennur-2 Incline,
Singareni Collieries Company Limited,
Adilabad Dist.

... Petitioner

AND

1. The Singareni Collieries Company Ltd.,
Rep. by its General Manager,
IK & Chennur Area, Chennur,
Adilabad Dist.

2. The Superintendent of Mines,
Singareni Collieries Company Limited,
Chennur-2 Incline,
Adilabad Dist.

... Respondents

This case is coming up before the Lok Adalat on 10-01-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel, Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his counsel, Sri M.V. Hanumantha Rao on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following :

AWARD

Under Section 21 of the L.S.A. Act, 1987

The Petitioner having agreed to the detailed proposals of the Management [Clauses (a) to (g)], the contents of which are read over and explained to him in his language and agreed by him by signing the proposal sheet (enclosed to the Award), the Respondent is directed to take him back to duty forthwith as, Badli Coal Filler afresh wherever coal filling is available.

This LCID is disposed of accordingly.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the members of this Lok Adalat Bench.

Sd/- Sd/-

Signature of Applicant(s) Signature of Respondent(s)

Sd/-

Signature of Counsel for Applicant(s)

Sd/-

Signature of Counsel for Respondent(s)

1. Sd/- 2. Sd/- 3. Sd/-

Signature of Presiding Officer & Members of Bench.

Note : This Award is final and binding on all the parties and no appeal shall lie to any court as per Sec. 21(2) of the LSA Act, 1987.

T. PATTABHI RAMA RAO, Presiding Officer

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
HYDERABAD**

LCID No. 93/2008

Proposals of the Management :

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of

Singareni Collieries Co. Ltd. agrees to put forth the following proposals :

- (a) Absenteeism cases pending before Tribunal as fresh appointment as Badli Coal Filler without back wages and continuity of service subject to medical fitness by Company Medical Board.
- (b) At least 100 musters in any of the two years of preceding 5 years of the dismissal.
- (c) Only Absenteeism dismissal cases will be considered, provided the dispute is raised within 3 years from the date of dismissal from service.
- (d) Irrespective of past designations appointment as Badli Coal Filler afresh on Coal filling where coal filling is available and need not be the same place where the workman was last employed.
- (e) The observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any short fall of attendance during the 3 months period, the services will be terminated without any further notice and enquiry.
- (f) Any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.
- (g) All other usual terms and conditions of appointment will be applicable i.e. transfer, hours of work, days of rest, holidays etc., for appointment afresh.

The Hon'ble Members may kindly take note of the above and pass consent award under Section 21 of LSA Act, 1987.

नई दिल्ली, 18 मार्च, 2011

का. आ. 1051.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (एलसीआईडी संख्या 28/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-03-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर(सी-11)]

डॉ. एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 18th March, 2011

S.O. 1051.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award (LCID No. 28/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 18-03-2011.

[No. L-22013/1/2011-IR(C-II)]
D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Monday, the Tenth day of January, Two Thousand and Eleven

PRESENT:

1. Sri T. Pattabhi Rama Rao : Presiding Officer
2. Sri C. Niranjan Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006, dt. 22-08-2006)

In the matter of case No. LCID No. 28/2008

PLAC 2/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN

Vandanala Sammaiah, (EC. No. 98/1997),
S/o Mallaiah, aged about 34 years,
Ex-Coal Filler at GDK-6 Incline,
Singareni Collieries Company Limited,
Godavarikhani, Karimnagar Dist. Petitioner

AND

1. The Singareni Collieries Company Ltd.,
Rep. by its General Manager,
RG-1 Area, Godavarikhani,
Karimnagar District.
2. The Colliery Manager,
GDK-6 Incline,
Singareni Collieries Company Limited,
Godavarikhani, Karimnagar Dist. Respondents

This case is coming up before the Lok Adalat on 10-01-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel, Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his counsel, Sri M.V. Hanumantha Rao on a perusal of the case record, after considering and hearing the case of both sides and

with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following:

AWARD

Under Section 21 of the L.S.A. Act, 1987

The Petitioner having agreed to the detailed proposals of the Management [Clauses (a) to (g)], the contents of which are read over and explained to him in his language and agreed by him by signing the proposal sheet (enclosed to the Award), the Respondent is directed to take him back to duty forthwith as, Badli Coal Filler afresh wherever coal filling is available.

This LCID is disposed of accordingly.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the members of this Lok Adalat Bench.

Sd/-

Sd/-

Signature of Applicant(s) Signature of Respondent(s)

Sd/-

Signature of Counsel for Applicant(s)

Sd/-

Signature of Counsel for Respondent(s)

1. Sd/-

2. Sd/-

3. Sd/-

Signature of Presiding Officer & Members of Bench.

Note : This Award is final and binding on all the parties and no appeal shall lie to any court as per Sec. 21(2) of the LSA Act, 1987.

T. PATTABHI RAMA RAO, Presiding Officer

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
HYDERABAD**

LCID No. 28/2008

Proposals of the management :

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of Singareni Collieries Co. Ltd. agrees to put forth the following proposals :

- (a) Absenteeism cases pending before Tribunal as fresh appointment as Badli Coal Filler without back wages and continuity of service subject to medical fitness by Company Medical Board.
- (b) At least 100 musters in any of the two years of preceding 5 years of the dismissal.
- (c) Only Absenteeism dismissal cases will be considered, provided the dispute is raised within 3 years from the date of dismissal from service.

- (d) Irrespective of past designations appointment as Badli Coal Filler afresh on Coal filling where coal filling is available and need not be the same place where the workman was last employed.
- (e) The observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any short fall of attendance during the 3 months period, the services will be terminated without any further notice and enquiry.
- (f) Any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.
- (g) All other usual terms and conditions of appointment will be applicable i.e. transfer, hours of work, days of rest, holidays etc., for appointment afresh.

The Hon'ble Members may kindly take note of the above and pass consent award under Section 21 of LSA Act, 1987.

नई दिल्ली, 18 मार्च, 2011

का. आ. 1052.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (एलसीआईडी संदर्भ संख्या 75/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-03-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011]-आई आर(सी-II)]

डी. एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 18th March, 2011

S.O. 1052.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 75/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad now as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 18-03-2011.

[No. L-22013/1/2011-IR(C-II)]

D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Monday, the Tenth day of January, Two Thousand and Eleven

PRESENT:

1. Sri T. Pattabhi Rama Rao : Presiding Officer
2. Sri C. Niranjan Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA Order ROC No. 186/LSA/2006, dt. 22-08-2006)

In the matter of case No. LCID No. 75/2008

PLAC 13/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN:

M. Hari Prasad (E. No. 2899316),
S/o Laxmikantha Rao aged about 25 years,
worked as Coal Filler at RKNT Incline,
Singareni Collieries Company Limited,
Srirampur Area, Srirampur,
Adilabad Dist.

... Petitioner

AND

1. The Singareni Collieries Company Ltd.,
Rep. by its General Manager,
Srirampur Area, Srirampur,
Adilabad District.
2. The Superintendent of Mines,
Singareni Collieries Company Limited,
RKNT Incline, Srirampur Area,
Srirampur, Adilabad Dist.

... Respondents

This case is coming up before the Lok Adalat on 10-01-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel, Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his counsel, Sri P.A.V.V.S. Sarma on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following:

AWARD

Under Section 21 of the L.S.A. Act, 1987

The Petitioner having agreed to the detailed proposals of the Management [Clauses (a) to (g)], the contents of which are read over and explained to him in his language and agreed by him by signing the proposal sheet (enclosed to the Award), the Respondent is directed to take him back to duty forthwith as, Badli Coal Filler afresh wherever coal filling is available.

This LCID is disposed of accordingly.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the members of this Lok Adalat Bench.

Sd/-

Sd/-

Signature of Applicant(s) Signature of Respondent(s)

Sd/-

Signature of Counsel for Applicant(s)

Sd/-

Signature of Counsel for Respondent(s)

1. Sd/-

2. Sd/-

3. Sd/-

Signature of Presiding Officer & Members of Bench.

Note : This Award is final and binding on all the parties and no appeal shall lie to any court as per Sec. 21(2) of the LSA Act, 1987.

T. PATTABHI RAMA RAO, Presiding Officer

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
HYDERABAD**

LCID No. 75/2008

Proposals of the Management :

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of Singareni Collieries Co. Ltd. agrees to put forth the following proposals :

- (a) Absenteeism cases pending before Tribunal as fresh appointment as Badli Coal Filler without back wages and continuity of service subject to medical fitness by Company Medical Board.
- (b) At least 100 musters in any of the two years of preceding 5 years of the dismissal.
- (c) Only Absenteeism dismissal cases will be considered, provided the dispute is raised within 3 years from the date of dismissal from service.
- (d) Irrespective of past designations appointment as Badli Coal Filler afresh on Coal filling where coal filling is available and need not be the same place where the workman was last employed.
- (e) The observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any short-

fall of attendance during the 3 months period, the services will be terminated without any further notice and enquiry.

- (f) Any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.
- (g) All other usual terms and conditions of appointment will be applicable i.e. transfer, hours of work, days of rest, holidays etc., for appointment afresh.

The Hon'ble Members may kindly take note of the above and pass consent award under Section 21 of LSA Act, 1987.

नई दिल्ली, 18 मार्च, 2011

का. आ. 1053.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एस.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, हैदराबाद के पंचाट (एलसीआईडी संख्या 36/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-03-2011 को प्राप्त हुआ था।

[सं. एल-22013/1/2011-आई आर(सी-II)]

डी. एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 18th March, 2011

S.O. 1053.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (LCID No. 36/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad now as shown in the Annexure in the industrial dispute between the employers in relation to the management of SCCL and their workman, which was received by the Central Government on 18-03-2011.

[No. L-22013/1/2011-IR(C-II)]

D.S.S. SRINIVASARAO, Desk Officer

ANNEXURE

IN THE LOK ADALAT

(For settlement of cases relating to CGIT-cum-Labour Court at Hyderabad under Section 20 of the Legal Services Authorities Act, 1987)

Monday, the Tenth day of January, Two Thousand and Eleven

PRESENT :

1. Sri T. Pattabhi Rama Rao : Presiding Officer
2. Sri C. Niranjan Rao : Member
3. Sri M. Madhava Reddy : Member

(Constituted U/s 19 of the LSA Act, 1987 by the APSLSA
Order ROC No. 186/LSA/2006, dt. 22-08-2006)

In the matter of case LCID No. 36/2007

PLAC 6/2011

(On the file of CGIT-cum-Labour Court at Hyderabad)

BETWEEN

Kodipally Mysaiah (EC No. 2583486),
S/o Narsaiah, aged about 43 years,
worked as Coal Filler, KTK-1 Incline,
Singareni Collieries Company Limited,
Bhupalpalli, Warangal Dist.

Petitioner

AND

1. The Singareni Collieries Company Ltd.,
Rep. by its General Manager,
Bhupalpalli, Warangal District.

2. The Dy. General Manager,
Singareni Collieries Company Limited,
KNT-1 Incline, Bhupalpalli,
Warangal Dist.

... Respondents

This case is coming up before the Lok Adalat on 10-01-2011 for settlement in the presence of the applicant appearing in person/represented by his counsel, Sri K. Vasudeva Reddy and the Respondent too, being present in person/represented by his counsel, Sri MV Hanumantha Rao on a perusal of the case record, after considering and hearing the case of both sides and with the consent of both sides, the Lok Adalat has arrived at the following settlement and delivered the following :

AWARD

Under Section 21 of the L.S.A. Act, 1987

The Petitioner having agreed to the detailed proposals of the Management [Clauses (a) to (g)], the contents of which are read over and explained to him in his language and agreed by him by signing the proposal sheet (enclosed to the Award), the Respondent is directed to take him back to duty forthwith as, Badli Coal Filler afresh wherever coal filling is available.

This LCID is disposed of accordingly.

In agreement of the above, the parties/counsel have affixed their signatures/thumb impressions in the presence of the members of this Lok Adalat Bench.

Sd/-

Sd/-

Signature of Applicant(s) Signature of Respondent(s)

Sd/-

Signature of Counsel for Applicant(s)

Sd/-

Signature of Counsel for Respondent(s)

Signature of Presiding Officer & Members of the Bench.

1. Sd/-

2. Sd/-

3. Sd/-

Note : This Award is final and binding on all the parties, and no appeal shall lie to any court as per Sec. 21(2) of the LSA Act, 1987.

T. PATTABHI RAMA RAO, Presiding Officer

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
HYDERABAD**

LCID No. 36/2007

Proposals of the management :

In order to have speedy and effective settlement of the cases before the Hon'ble Tribunal, Management of Singareni Collieries Co. Ltd. agrees to put forth the following proposals :

- (a) Absenteeism cases pending before Tribunal as fresh appointment as Badli Coal Filler without back wages and continuity of service subject to medical fitness by Company Medical Board.
- (b) At least 100 musters in any of the two years of the preceding 5 years of the dismissal.
- (c) Only Absenteeism dismissal cases will be considered, provided the dispute is raised within 3 years from the date of dismissal from service.
- (d) Irrespective of past designations appointment as Badli Coal Filler afresh on Coal filling where coal filling is available and need not be the same place where the workman was last employed.
- (e) The observation of one year with minimum mandatory 20 musters every month and review every three months on coal filling only is absolutely essential. In the event of any short-fall of attendance during the 3 months period, the services will be terminated without any further notice and enquiry.
- (f) Any forced absenteeism on account of mine accidents/natural disease, treatment taken at Company's Hospitals will be deemed as attendance during the trial period.
- (g) All other usual terms and conditions of appointment will be applicable i.e. transfer, hours of work, days of rest, holidays etc., for appointment afresh.

The Hon'ble Members may kindly take note of the above and pass consent award under section 21 of LSA Act, 1987.

AGM (Law), Hyderabad

नई दिल्ली, 21 मार्च, 2011

का. आ. 1054.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ पटियाला के प्रबंधन के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 10/2010) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-3-2011 को प्राप्त हुआ था।

[सं. एल-12012/91/2009-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 21st March, 2011

S.O. 1054.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 10/2010) of the Central Government Industrial Tribunal-cum-Labour Court-I, Chandigarh, as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of State Bank of Patiala and their workman, which was received by the Central Government on 21-3-2011.

[No. L-12012/91/2009-IR (B-I)]
RAMESH SINGH, Desk Officer

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-I, CHANDIGARH**

Case I.D. No. 10/2010

Sh. Mahinder Singh Punia,
H. No. 2210, Urban Estate,
Haryana, Jind-126102

... Applicant

Versus

The Assistant General Manager,
State Bank of Patiala, Region-II,
Haryana, SCO 9-10, Sector 25,
Panipat

... Respondent

APPEARANCES:

For the workman : Shri Raj Kaushik

For the Management : Shri S. K. Gupta

AWARD

Passed on 24-2-2011

The reference was referred by Central Government vide notification No. L-12012/91/2009-IR (B-I) dated

12-7-2010, by exercising its powers under Section 10 of the Industrial Dispute Act, (hereinafter referred to as an Act) is as follows :

“Whether the action of the management of State Bank of Patiala, Panipat treating Sh. Mahinder Singh Punia, ex-cashier at Uchana Branch of State Bank of Patiala as deemed voluntary retirement w.e.f. 15-4-2000 and not granting pensionary benefits to him is legal and justified ? If not, what relief the workman concerned is entitled to ? ”

After receiving reference parties were informed. Parties appeared and filed their respective pleadings. After considering the pleadings of parties, the main issue before this Tribunal is whether the management of the bank has rightly passed an order dated 15-4-2000 deemed the workman voluntary retirement under the provisions of Bipartite Settlement. The consequential issue is whether the workman is entitled for the pensionary benefits.

The facts of the case in nutshell which are clear from the pleadings of the workman are that he had gone abroad with the permission of the bank during financial year 1997-98. The permission was granted by the then Regional Manager, Hissar. He has gone abroad again on 1st October, 1999 while posted as cashier at Uchana Branch, District Jind with the permission of the management. He has informed the management of the bank his address of New Jersey, USA. He returned from USA on 1st January, 2008. He was not allowed to mark attendance in the attendance register nor he had been allowed to join the duty at Uchana Branch by the then Branch Manager. Left with no option he moved a written request to the manager of the branch and also sought some information under Right to Information Act, 2005 vide letter dated 21-1-2008. The information which were given by the bank under Right to Information Act made it clear that the workman had been deemed to have voluntarily retired from the service of the bank on 15-4-2008, in terms of the provisions of voluntarily cessation of employment contained in 5th Bipartite Settlement dated 10-4-1989. The management has illegally invoked the provisions because the same were deleted from the Bipartite Settlement through subsequent Bipartite Settlement dated 27-3-2000. It is further submitted by the workman that no notice was given to the workman and no enquiry was conducted against him. He was deemed voluntarily retired from the bank's service under the scheme which was not in existence at the time of passing the order and without conducting any enquiry. This is also the grievance of the workman that no notice was served on the address of USA given by the workman to the management.

The management appeared and filed his written statement opposing the claim of the workman. It was contended by the management that vide No Objection

Certificate dated 25-6-1997, workman was permitted to visit abroad in the financial year 1997-98 during the period of leave sanctioned to him. It is further contended by the management of the bank that when the workman left India for abroad on 1st October, 1999 neither he applied for the leave nor for NOC to visit abroad as per the rules of department. He has not provided with any address of America. All the notices were served on the last mentioned address by registered post which was received by his wife. Number of opportunities was given to the workman to join the duties but he failed to join the same. Accordingly, as per the 5th Bipartite Settlement, order was passed regarding the workman that he has been deemed to have voluntarily retired from the service of the bank on 15-4-2000 on the basis of 5th Bipartite Settlement dated 10-4-1989.

Both of the parties were afforded the opportunity for adducing evidence. It was contended by the parties that in this case no oral evidence was required to be recorded and the reference can be answered on the basis of the documentary evidence. On such statement of parties, this Tribunal passed a specific order dated 21-2-2011 closing the opportunity for oral evidence with a view that the grievances can be redressed by documentary evidence on record. Both of the parties were afforded the opportunity to file the documents they are relying upon. The workman failed to file any documentary evidence to prove that before proceeding to America on 1st October, 1999, he had moved any application for leave and the leave were sanctioned. The workman has also failed to move any documentary evidence that he had asked or requested for a NOC for visiting a foreign country as per the rules in the same line he has obtained a NOC on 25-6-1997 for visiting United States of America in the financial year 1997-98. Likewise the workman also failed to file any documentary evidence regarding the fact that he has informed the address of America to the branch concerned. There is no specific denial of the notice issued and served upon the address recorded in the bank. All the notices are on record. The main contention of the workman is that 30 days' notice was issued upon the workman on 14-2-2000 final order was passed on 30-5-2000. Prior to it on 27-5-2000 the concerned provisions of Bipartite Settlement were deleted. Hence, there was no provision under the Bipartite Settlement which empowered the management to pass the final order dated 30-5-2000.

The management has agreed to this preposition that concerned provision of the Bipartite Settlement were deleted by subsequent Bipartite Settlement on 27th March, 2000. It has contended that notice was served during the period this provision was in operation and in force. As per the management the cause of action arises during the period this provision of Bipartite Settlement was in force and management was competent to pass the final order

dated 30-5-2000 even after the deletion of the concerned provisions.

It has also come to the notice of this Tribunal that workman remained for 8 years in America. The workman also failed, as stated earlier, to prove that before proceedings to America his leaves were sanctioned and he obtained a NOC as required by the rules. Accordingly, his absence from India was unauthorized. As per the provisions of the Bipartite Settlement under which the notice was given if any employee remains absent for 90 days or more, the management is at liberty to give him a 30 days notice on the last given address by the workman asking him to join the service by explaining the reasons for his absence.

A reading of clause 16 of 4th Bipartite Settlement will make it clear that in the event an employee absents himself from duty for 90 or more consecutive days beyond the period of leave originally sanctioned or subsequently extended the management may at any time thereafter give a notice to the employee at the last drawn address calling upon him to report for duty within 30 days of notice stating inter alia, the ground for the management coming to the conclusion that the employee has no intention of joining duty and furnishing necessary evidence wherever relevant and unless the employee reports for duty within 30 days of the notice or give an explanation for his absence satisfying the management that he has not taken up another employment or avocation and he has no intention of not joining the duty, the employee will be deemed to have voluntarily retired from the bank's service on the expiry of the time fixed in the said notice. In the event of the employee giving a satisfactory reply he will be permitted to report for duty thereafter within 30 days from the expiry of the aforesaid notice without prejudice to the bank's right to take any action under the law or rules of service. Under this rule the employee is given an opportunity to rejoin duty within a stipulated time or explain his position to the satisfaction of the management that he has no intention of not joining duty and a presumption will be drawn that the employee does not require the job any more and will stand retired from service.

Now the question arises whether the management was competent to pass the order dated 30-5-2000 on the basis of the notice given on 14-2-2000 whereas the concerned provisions of Bipartite Settlement were deleted on 27th of March, 2000. It is the settled principle of interpretation of deleted statute that the provisions of deleted statute will not be non-existent for the purpose of taking any action on the issues the cause of action has arisen during operation of statute. If the cause of action has arisen during the life time of the statute and before passing any final order the statute is repealed or any provision deleted the provision shall remain in force till the issue is not settled which has come in existence during

the deleted provisions were in operation. Moreover, the language of Para 17 of 5th Bipartite Settlement is very much clear that on expiry of 30 days notice the employee shall be deemed to be voluntarily retired from service irrespective of passing any further order in this regard. On expiry of 30th day the employee shall be deemed to be retired and passing of any order regarding the deemed retirement is a formality. Thus on both of the grounds i.e. law relating to interpretation of deleted provisions of any statute and on the plain reading of Para 17 with the Bipartite Settlement, I am of the view that management of the bank has rightly deemed the workman to be voluntarily retired from the service of the bank on expiry of 30 days notice given on 14-2-2000 and there shall be no effect of deletion of Para 17 of 5th Bipartite Settlement on 17th of March, 2000.

No doubt this issue is not before this Tribunal but my judicial conscious is directing me to write it that remaining absent for 8 years without leave and visiting foreign country without permission is against the object of public employment. An employee is appointed on the basis of exigency of work and by such acts the work of the bank is likely to suffer. The long absence is very much against the object of public appointment.

The next issue raised by the workman in this reference and referred to this Tribunal by the Central Government is regarding the eligibility of the workman for getting pension. In this regard provisions of Bipartite Settlement are very clear. Rule 22 of Pension Regulation, 1992 reads as under :

“Resignation or dismissal or removal or termination of an employee from the service of the Bank including that of an employee who is deemed to have voluntarily retired from the bank's service in terms of the provisions for voluntary cessation of employment contained in Bipartite Settlement shall entail forfeiture of his entire past and consequently shall not qualify for pensionary benefits.”

The language of Rule 22(1) is clear that in case the employees is deemed to be voluntarily retired from the service of the bank as per the provisions of the Bipartite Settlement he will not be entitled for pensionary benefits. This rule is not affected by any way by opting for the pensionary benefits by the workman while serving. Accordingly, the workman is not also entitled for the pensionary benefits.

The reference is answered as follows for the reason mentioned in the body of this Award, namely :

- (1) The management of the bank has rightly deemed the workman Sh. Mahinder Singh Punia voluntarily retired from the service of the bank on his long and unauthorized absence under Para 17 of 5th Bipartite Settlement.

- (2) The workman Sh. Mahinder Singh Punia is not entitled for the pensionary benefits.

Central Government be approached for publication of Award and therefore file be consigned to record.

Chandigarh.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 22 मार्च, 2011

का. आ. 1055.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार उत्तर-पूर्व रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 93/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-3-2011 को प्राप्त हुआ था।

[सं. एल-41012/136/2003-आई आर(बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 22nd March, 2011

S.O. 1055.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 93/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow, now as shown in the Annexure in the industrial dispute between the employers in relation to the management of North Eastern Railway and their workman, which was received by the Central Government on 21-3-2011

[No. L-41012/136/2003-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT:

Dr. Manju Nigam, Presiding Officer

I.D. No. 93/2003

Ref. No. L-4112/136/2003-IR (B-I) dated 12-9-2003

BETWEEN:

Shri Mohammad Sagir, S/o Sh. Dilawar
R/o – Village and Post – Rajaganj, Thana – Gola
Tehsil – Lakhimpur Kheri (Uttar Pradesh)

AND

The Divisional Railway Manager,
North Eastern Railway,
D.R.M. Office, Ashok Marg, Lucknow/
Section Engineer (RP),
Eastern Railway,
Lucknow-226001

AWARD

1. By order No. L-41012/136/2003-IR (B-I) dated 12-9-2003 the Central Government in the Ministry of Labour, New Delhi in exercise of powers conferred by clause (d) of sub-section (1) of sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Shri Mohammad Sagir, S/o Sh. Dilawar, R/o Village and Post – Rajaganj, Thana – Gola, Tehsil – Lakhimpur Kheri and the Divisional Railway Manager, North Eastern Railway, D.R.M. Office, Ashok Marg, Lucknow/Section Engineer (RP), Eastern Railway, Lucknow for adjudication.

2. The reference under adjudication is :

“KYA PRABANDHAN PURVOTTAR RAILWAY, LUCKNOW DWARA KARAMKAAR MO SAGER PUTRA DILAWAR, CASUAL KHALASI KO 04 MAAH MAIN 120 DIN PURN KARNE KE UPRAANT DINANK 1-6-84 SE ASTHAAI HAISIYAT SE VANCHIT RAKHNA EVAM USI TITHI SE MAUKHIK AADESH KE DWARA NAUKARI SE NIKALDIYA JANA, NYAYOCHIT TATHA NYAYSANGAT HAI ? YADI NAHI, TO KARMKAAR KIS ANUTOSH KO PANE KA ADHIKARI HAI ”

3. The case of the workman, Mohammad Sager, in brief, is that he was appointed on the post of Khalasi on 22-10-1977 under Railway Inspector, Lakhimpur where he completed 120 days working in four months without any interruption; and accordingly he was entitled for grant of temporary status; but he was denied of the same contrary to the rules. Further, it has been stated by the workman that he worked w.e.f. 22-10-1977 to 30-6-79, with artificial breaks for 536 days and upto 31-5-84, with artificial breaks, for 1483 days; and his services were terminated w.e.f. 1-6-84. The workman has also stated that ever since his termination he has been representing the opposite party for taking him into the services; but the management did not respond at all. The workman has alleged that having worked for 120 days, he has not been served any written order or notice by virtue sub Rule 1 of Rule 149, Indian Railway Establishment Manual/Code. It has further been alleged by the workman that during his engagement he worked for 120 days continuously and many a times for 240 days in many calendar years in spite of artificial breaks and termination of services of such a workman is violative of provisions contained in Section 25F of the I.D. Act.

Furthermore, the workman has alleged that the management of the railways terminated his services whereas it retained other workmen junior to him as well recruited other casual labour without affording him opportunity to join the duties, as such it violated the provisions contained in Section 25-H and 25-G respectively. Accordingly, the workman has prayed that his oral termination be set aside and he be reinstated with grant of temporary status w.e.f. 1-6-1984 with all consequential benefits including back wages.

4. The management of the railways has disputed the claim of the workman by filing its written statement; whereby he has denied the contentions of the workman and has contended that the workman be put to strict proof regarding his contentions. It has further stated that the workman did not complete 120 days continuous service in any one year, as such his services were not regularized and also, he did not complete 240 days continuous service without break in any year, as such he was not given temporary status. It has also been submitted by the management that the claim of the workman is stale one, raised almost after 30 years, therefore, it is impossible to find any record relating to the case at this belated stage. Accordingly, the management of the railway has prayed that the claim of the workman be dismissed without any relief to the workman concerned.

5. The workman has filed its rejoinder wherein he has introduced nothing new apart from reiterating the averments, already made, in the statement of claim.

6. The workman has filed documentary proof in support of his claim whereas the management has not filed any. The workman filed its evidence on affidavit and when the opposite party did not turn up for cross-examining the workman's witness the case was ordered to proceed ex-parte against the management vide order dated 18-3-2009; and accordingly, 6-5-2009 was fixed for opposite party's evidence. After lapse of several dates the management filed affidavit of Shri Rajeev Pachauri, Assistant Engineer with respect to their stand; and accordingly the workman was afforded opportunity to cross-examine the management witness. On 6-10-2010, the date fixed for cross-examination of the management's witness the authorized representative of the management made an endorsement to the effect that “since Mr. Pachauri was not in service and was too young a child, thus, has no evidence. OPs are unable to produce him”; and accordingly, next date 26-11-2010 was fixed for arguments and the parties availed the same.

7. Heard, representatives of the parties and scanned entire evidence on records.

8. The authorized representative appearing the workman contended that the workman was appointed as Khalasi on 22-10-1977 and he worked as such till 31-5-84

for 1483 days in total, with artificial breaks. He has further contended that he completed 120 days continuous working in 4 months and accordingly, he was entitled for grant of temporary status as per Rule 149 sub-rule 1 of the Indian Railway Establishment Manual but the management denied the same and terminated the services of the workman without any notice or notice pay in lieu thereof in contravention to the provisions contained in Section 25F of the I.D. Act, 1947, as much as he worked for 240 days in many calendar years in spite of artificial breaks. He has also submitted that the management of the Railways adopted unfair labour practice and violated provisions of Section 25G by not engaging him though it engaged fresh casual labour and also it violated provisions of Section 25H by terminating the services of the workman; whereas it retained other workmen junior to the workman.

9. Per contra the authorized representative of the workman has put its emphasis on the fact that the case was raised with much delay and accordingly it has no records in respect of the workman to contradict the submissions of the workman. Moreover, it has argued that the workman be put to strict proof regarding his contentions as regards his appointment or working days etc. Apart from this it has submitted that the casual labours were engaged for project work for definite period and on completion of the project such casual labourers were disengaged on the completion of project or on expiry of period of sanction. There was nothing irregular or illegal about it and in this regard provisions of I.D. Act as well as instructions of Department were strictly adhered to.

10. The workman has filed photocopy as well as original casual labour, issued to the workman wherein following working details has been provided :

22-10-77 to 15-12-77	Total 536 days up to 30-6-79
16-12-77 to 30-6-79	
1-7-79 to 31-12-79	Total 618 days upto 31-12-79
1-1-80 to 15-2-80	40 days
	Total 658 days upto 30-6-80
1-7-80 to 15-8-80	Total 679 days upto 31-12-80
1-1-81 to 30-6-81	Total 784 days upto 30-6-81
1-4-82 to 30-6-82	72 days
	Total 856 days upto 30-6-82
1-7-82 to 31-12-82	176 days
	Total 1032 days upto 31-12-82
1-1-83 to 30-6-83	148 days
	Total 1180 days upto 30-6-83

1-7-83 to 31-12-83	162 days
	Total 1342 days
1-1-84 to 31-5-84	141 days
	Total 1483 days upto 31-5-84

In rebuttal the management has not filed any document nor has denied the documents filed by the workman in support of his case.

11. The workman in his evidence on affidavit has stated that ever since his engagement on 22-10-77 to 31-5-84 he worked, many times, for 120 days in 4 months; and accordingly he should have been granted temporary status as per railway rules and also he worked for 240 days continuously in a calendar year. He has also stated that even since his termination he requested orally as well as made various representations, between 1984 to 1997, before competent authorities by post and when no response was received from the management he raised an industrial dispute on 2002 and accordingly there is no delay on his part. In case there is delay, if any, it is due to pendency of his representations before railway authorities and accordingly it is liable to be condoned.

The management has not turned up to cross-examine the workman's witness and also in rebuttal has not filed any evidence to deny the claim of the workman; rather it has submitted that it is unable to produce any evidence.

12. The management at first instance, filed affidavit of Shri Rajeev Pachauri, Assistant Engineer but did not produce him for cross-examination on the plea that at the relevant point of time Shri Pachauri was not in service, thus, it has no evidence. The plea taken by the management cannot be appreciated since if Shri Pachauri was not in service at the relevant point of time then it must have produced some other official who was in service at that period to prove its contentions or to rebut the submissions made by the workman; but it refrained to do so.

13. In view of the law laid down by Hon'ble Apex Court in (2006) 3 SCC 276 State of U.P. vs. Sheo Shanker Lal Srivastava & others the statement of the witness, having not been controverted would be deemed to be admitted.

14. In the present case the workman has sustained his case of having worked for 1483 days during entire period of his engagement from 22-10-77 to 31-5-84 by filing casual labour card in original and the management has neither controverted it nor has filed any evidence to contradict this fact; accordingly, in view of non-filing of any evidence by the management in rebuttal to convert the statement of workman's witnesses there is no reason to disbelieve the statement of the workman's witnesses given on oath that he worked 1483 days, with breaks and was entitled for

grant of temporary status on completion of 120 days in four months; and also that he approached to railway authorities against his termination and made representations and when no result came but he raised the present industrial dispute, thus, the delay caused was not on the part of the workman.

15. A bare perusal of casual labour card shows that the workman in 20 months and 9 days i.e. during 22-10-77 to 30-6-79 worked for 536 days, this shows that he actually worked for 120 days, with breaks, in first four months of his engagement and accordingly was entitled for grant of temporary status as per rules provided in Indian Railway Establishment Manual. Furthermore, his termination without affording him notice or notice pay was contrary to the rules.

16. In view of the discussions made above I come to the conclusion that the action of the management of North Eastern Railway, Lucknow in denying the temporary status to the workman, having worked for 120 days in four months and terminating his services w.e.f. 1-6-84 was illegal and unjustified; and accordingly the workman is entitled for grant of temporary status from the date he actually completed 120 days continuous working after four months from his date of engagement i.e. 22-10-77.

17. As regard question of back wages, Hon'ble Apex Court has laid down that once it is found by the Labour Court that termination of the workman is null and void being violative of the any provisions of Industrial Disputes Act, the logical consequences would be that he would be entitled to be reinstated in service with continuity of service and in normal course he would be entitled to full back wages. However, there are certain circumstances in which it will not be appropriate to grant full back wages to the workman, even though he would be entitled to be reinstated in service. There circumstances may vary from case to case.

In the present case, the workman has come forward with its case that ever since his termination in the year 1984, he requested orally as well as made several representation, between years 1984 to 1997, before competent authorities of the Railways and when he got no response thereto, he raised an industrial dispute in the year 2002; and accordingly, there is no delay on his part. The said submission of the workman has neither been denied by the management in their pleadings nor has crossexamined the workman over this point nor has controverted the same through some evidence rather it refrained to put any oral evidence of any kind.

Thus, taking into consideration, non-rebuttal of the management on this point of long delay through evidence, if it is taken that there was no delay on the part of the workman as he made representations before Railway

authorities, even then the workman has failed to explain the delay of five years in raising industrial dispute in the year 2002.

18. In *Jai Bhagwan v. Management of the Ambala Central Co-operative Bank Ltd.* and another AIR 1984 SC 286, Hon'ble Apex Court has observed as under :

"4. The appellant is, therefore, entitled to be reinstated in service with continuity of service from the date on which his services were terminated. Having regard to the circumstances that the workman raised an industrial dispute after considerable delay without doing anything in the meanwhile to question the termination of his services, we do not think that we will be justified, in awarding full back wages. We think that award of half the back wages from the date of termination of service until today and full back wages from this day until reinstatement will need the ends of justice."

In *Ajaib Singh vs. The Sirhind Cooperative Markeing-cum-Processing Services Society Ltd.* and another, AIR 1999 SC 1351 the Hon'ble Apex Court held as under :

"12. We are, however, of the opinion that on account of the admitted delay, the Labour Court ought to have appropriately molded the relief by denying the appellant workman some part of the back wages. In the circumstances the appeal is allowed, the impugned judgment is set aside by upholding the award of the Labour Court with modification that upon his reinstatement the appellant would be entitled to continuity of service, but back wages to the extent of 60 per cent with effect from 8-12-1981 when he raised the demand for justice till the date of award of the Labour Court i.e. 16-4-1986 and full back wages thereafter till his reinstatement would be payable to him."

19. Thus, from aforesaid decision of the Hon'ble Apex Court it is clear that Hon'ble Apex Court did not lay down any such broader guiding principle for application of labour courts rather held that in the very nature of things, there cannot be any strait-jacket formula for awarding the relief of back wages. Grant of back wages should not be as matter of course rather it depends upon the fact and circumstances of the individual case. In the instant case, the workman has tried to set grounds for regularizing he delay caused in raising the dispute by pleading that he has been representing before railway authorities between period 1984 to 1997 and when his efforts could not be fructified, he raised an industrial dispute in 2002. In the absence of any rebuttal from the management on this point even if this submission of workman is taken to be true, even then it is apparent from the records available on file that workman

failed to justify the delay of approximately five years in raising the industrial dispute after 1997. Thus, keeping in view peculiarity of the case, the ends of the justice would meet if the workman is awarded 50% of the back wages.

20. Thus, on consideration of the entire matter in the light of discussions made herein above, I am of the considered opinion that the workman Mo. Sageer is entitled for reinstatement and grant of temporary status from the date he completed 120 days' continuous working from the date of his engagement i.e. 22-10-1977; and also shall be entitled to 50% of back wages from the date he was terminated i.e. 1-6-84 to the date he is reinstated. The relief(s) awarded shall be made available to the workman within two months from the date of publication of the award. The reference under adjudication is answered accordingly.

21. Award as above.

Lucknow,
14-3-2010

Dr. MANJU NIGAM, Presiding Officer

नई दिल्ली, 23 मार्च, 2011

का. आ. 1056.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दूरसंचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी/ एनजीपी/30/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-3-2011 को प्राप्त हुआ था।

[सं. एल-40012/165/2002-आई आर(डी.यू.)]

जोहन तोपनो, अवर सचिव

New Delhi, the 23rd March, 2011

S.O. 1056.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/30/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 23-3-2011

[No. L-40012/165/2002-IR (DU)]

JOHN TOPNO, Under Secy.

ANNEXURE

BEFORE SHRI J.P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT,
NAGPUR

Case No. CGIT/NGP/30/2003

Date : 11-3-2011

Party No. 1 : The Telecom District (Engg.),
Telegraphs; BSNL,
Yavatmal

Versus

Party No. 2 : Shri Nandaraj Gopalrao Nagarale,
Age about 42 yrs., Patinge Lay-out,
Near Sandeep Talkies, Vithawalwadi,
Yavatmal

AWARD

(Dated: 11th March, 2011)

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947, (14 of 1947), the Central Government has referred the industrial dispute between the employers, in relation to the management of Telegraphs, BSNL, Yavatmal and their workman, Shri Nandaraj G. Nagarale for adjudication, as per letter No. L-40012/165/2002-IR (DU) dated 9-1-2003, with the following Schedule :

"Whether the action of the management in relation to Telecom District Engineer, Yavatmal under the erstwhile Department of Telecommunication and present Bharat Sanchar Nigam Limited in terminating the services of Shri Nandaraj Gopalrao Nagarale on 10-11-88 is legal and justified? If not, to what relief the workman is entitled?"

2. Being noticed, the workman, Shri Nandaraj Gopalrao Nagarale ("the workman" in short) filed his statement of claim and the management of Telecom District Engineer ("the Party No. 1" in short) filed its written statement.

3. The claim of the workman is that he passed S.S.C. in 1974 and in March, 1980, he was engaged as a casual mazdoor by the Party No. 1, on nominal muster roll (NMR) and the wages was used to be paid to him on monthly basis and he worked continuously from March, 1980 till 10-11-1988, without any break and his work was satisfactory during the entire period and no superior had any complaint about his work and on 12-11-1988, a criminal case bearing Crime No. 92/88 was registered against him, under Sections 306 and 498(A) of the Indian Penal Code, on the allegations that he was responsible for the death of his wife and that he had ill-treated her and he was arrested by the Police on 10-11-88 and was in judicial custody for a period of one month, where after, he was released on bail and a charge-sheet was filed against him, he faced sessions trial No. 24/89 in the Court of Sessions Judge, Yavatmal, under Sections 302, 306, 498(A) and 201 of the Indian Penal Code and vide order dt. 22-2-95, he was acquitted by the learned Session Judge of the charges and the Party No. 1 had issued guidelines dt. 7-6-90 regarding the grant of temporary status to the casual mazdoors and eligibility

required for the same, which prescribes that those who had completed 240 days of work during 12 calendar months prior to 30-3-85 are eligible for confirmation and according to the Party No. 1, he had worked for 2835 days upto 31-3-1990 and he was also sponsored by the Employment Exchange vide No. 227/82 dt. 25-8-82 and the Telecom District Engineer, Amravati prepared a list of casual mazdoor under TDE Yavatmal alongwith others, wherein, he had been at Sl. No. 11 having completed 2835 days during bifurcation of casual mazdoor under Telecom District Engineer, Amravati and on 30-4-85, the SDO, Yavatmal issued a certificate in his name showing the number of days he had worked as on 31-3-85 and according to the said certificate, he had already worked for 1540 days since March, 1980 and on 21-9-82, a letter was also issued to him, directing to attend duty in the working party of Shri V. P. Gunjal and by letter dt. 25-7-83, he was asked to work at Vasco, Goa and on 10-2-89, he made an application for release of his salary for November, 1988 which was withheld and on 5-1-89, he applied for grant of work of regular mazdoor and he repeated his request on 14-4-89 and again applied for work on 10-2-89 and on 12-5-89 and 9-10-89, he repeated the said request and after his acquittal in the criminal case on 22-2-95, on 9-3-95, he made an application intimating the Party No. 1 about his acquittal and to allow him to resume duty and therefore, he repeated the request on many occasions, but despite his repeated requests, the Party No. 1 did not take any action and did not provide him any employment, though he should have made regular, as per the guidelines dt. 7-6-90 and as the Party No. 1 avoided to employ him, he approached the Conciliation Officer and on failure of the conciliation, failure report was submitted by the ALO, to the Central Government and he had never abandoned the service and during the pendency of the proceedings filed by him, some other were engaged by the Party No. 1, who are juniors to him and as his service was terminated, even though he had completed 240 days of work each year, the termination is to be treated as retrenchment, within the meaning of Industrial Disputes Act and as the mandatory provisions of Section 25B of the Act were not complied with, the termination is illegal and therefore, he is entitled for reinstatement in service and for regularization w.e.f. 30-3-85 with all consequential benefits.

4. The Party No. 1 in its written statement has pleaded that the workman was engaged as a casual mazdoor by it and he was allowed to do the work of casual labour only and the engagement of the workman was on daily wages basis and not on monthly basis and special work orders were being issued in which, number of days and nature of work were mentioned by the competent authority and it was not aware about the initiation of the criminal case against the workman by the Police and the workman had never intimated it or the mustering officer about the registration of the case against him and as the workman

did not come to work, the mustering officer vide letter dt. 25-11-88 and dt. 9-12-88 asked the workman to come and join duties within three days of the receipt of the letter or else to remove his name from the list of casual labours of Yavatmal Division and the workman did not turn up to join his duty within the stipulated period and in the mean time, the department issued notification regarding recruitment of Group D post in the year 1991. Vide notice dt. 26-11-91, by giving wide publicity in all the units of Yavatmal Division and the said notice was also placed on the notice board of the Division Office and in spite of such notification and publicity of the notice, the workman did not submit any application for employment and the letters issued by the workman were not considered, since it was not in need of extra casual labourers at that relevant time and as the workman left the work without intimating anything to it and remained absent for a long time, he was treated as absconding since his whereabouts was not known and his name was removed from the list and the letters received from his were not taken into consideration and the name of workman was not considered further and juniors, who have been named in the petition by the workman, were continuously working in the Yavatmal Division at time of publication of the notification dt. 14-8-91 for regularization of Group D post in Yavatmal Division and there is no master-servant relationship between it and the workman and as such, the workman is not entitled for any relief.

5. To prove the stand taken by the parties, they have relied on documentary evidence, besides the oral evidence adduced by them. The workman has examined himself as a witness in support of his case. One Shri Vithoba Kaoduji Bhagat, a Sub-Divisional Engineer (Legal) has been examined as a witness on behalf of the management. The workman in his examination-in-chief, which is on affidavit have reiterated the stands taken by him in his statement of claim. In his cross-examination, he has admitted that he was working as a labourer with the Party No. 1 and appointment order had been issued and he had not worked from 22-11-98. He has further stated that he had requested the Party No. 1 on 5-1-89 and 14-4-89 to allow him to join duty and he did not inform the department regarding the prosecution against him. The witness has denied the suggestion of his receiving the letters dt. 9-12-88 and 25-11-88 issued by the Party No. 1. This witness has also denied the suggestion that he gave up the service w.e.f. 12-11-88 and that he had knowledge about the advertisement for recruitment of Group D post.

The witness examined on behalf of the management has also reiterated the stands taken by the management in its written statement. However, in his cross-examination, he has admitted that he knows the workman and the workman was working continuously and the office received the letters submitted by the workman as per Exhibits W-4 to 16 and the letters of the workman were not replied by the

management. This witness has admitted that the Ext. W-17 is the circular dt. 7-6-90 to absorb the casual labourers, after giving them a temporary status and clause 10 of the said circular is in regard to the procedure to be adopted in the case of absentee or absconding workers and he cannot say if the said procedure was followed in respect of the present workman. This witness has further admitted that he has not filed any receipt showing that documents, Exhibits M-5 and M-6 were served on the workman. This witness has admitted that the workman had continuously worked from 1980 to 1988 and the juniors of the workman are already regularized and the workman was not paid any retrenchment compensation or any notice for retrenchment and he cannot say the reason as to why the workman was not allowed to join the work.

6. At the time of argument, it was submitted by the learned advocate for the workman that the services of the workman came to be terminated without compliance of Section of 25-F and 25-G of the Act and the workman had completed more than 240 days of continuous work and had acquired a status of a permanent employee and in a criminal case, the workman was arrested by the Police and was in judicial custody for a period of one month and thereafter, he was released on bail and the workman was also acquitted in the criminal case and he requested the management to allow him to join his duties but he was not allowed to join and juniors of the workman have been retained in service by the management and as the provision of Section 25-F and 25-G have not been complied with his termination is illegal and as such, the workman is entitled for reinstatement with seniority and back wages.

7. On the other hand, it was submitted by the learned advocate for the management that the workman left the job and remained absent for a long time and as such, notices on 25-11-88 and 9-12-88 were issued to the workman, directing him to join duty within three days, failing which, to remove his name from the list of casual labourers but the workman did not turn up to join the duty, hence, his name was removed from the list of casual labourers of the Yavatmal Division and the initiation of the criminal proceedings and acquittal of the workman in the said case have no relevance to the present proceedings and as the workman was engaged on purely casual basis as a daily wager and was an adhoc employee, he has no right to claim regularization and the juniors to the workman were working continuously and they were appointed as per the recruitment rules and are also regularized as per rules, hence, the workman cannot be compared with those workers and the compliance of Sections 25-F and 25-G of the Act does not arise at all, as the workman himself abandoned the service.

8. Perused the record and the evidence adduced by the parties. It is found from the materials on record that the workman worked from March, 1980 to 10-11-1988 with the

Party No. 1. The witness examined on behalf of the Party No. 1 in his evidence has also admitted that the workman was working from 1980 to 1988 continuously. The case of the Party No. 1 is that the workman remained absent for a long time, so two notices dt. 25-11-88 and 9-12-88 were issued as per Exhibits M-5 and M-6. However, there is nothing on record to show as to how the notices were sent to the workman. There is also nothing on record to show that notices were issued to the workman or were served on him. It is also necessary to mention here that at the time of conciliation before the ALC, the Party No. 1 failed to produce any evidence regarding the issuance of the said letters to the workman. Moreover, there is nothing on record to show that basing on those letters, the name of the workman was removed from the list of casual labourers of Yavatmal. On the other hand, it is found from the record that the workman had requested the Party No. 1 on several occasions including on 5-1-89 his engagement. So the claim of the Party No. 1 that the workman abandoned the work and remained absent for a long time cannot be believed. Admittedly, the workman had worked for more than 240 days, preceding the 12 months of the date of termination, i.e. 11-11-1988 and as such, his termination can be treated as retrenchment. Due to non-compliance of the mandatory provisions of Section 25-F and 25-G, the termination of the service of the workman becomes illegal. Hence, it is held that the termination of the services of the workman without compliance of the provisions of Section 25-F and 25-G is illegal and not justified.

9. It is clear from the documents that by circular No. Recdt.-III/7/orders/III dt. 7-6-1990, the Chief General Manager (Telecom), Maharashtra Circle, Bombay had issued the said circular containing the guidelines to grant of temporary status to the casual mazdoors and according to that guidelines, all the casual mazdoors were eligible for conferring temporary status who were employed before 30-3-85 and completed continuous service of 240 days during any 12 calendars months before 30-3-85, without any consideration of break up service either due to departmental or own reasons. Accordingly to the said circular, a list of such casual labourers had been prepared by the Telecom District Manager, Amravati on 14-8-90, which was much after the letters, Exh. M-5 and M-6, alleged to be sent by the Party No. 1 to the workman and in that list, the name of the present workman is found to be at Sl. No. 11 in the list of the casual mazdoors under TDE, Yavatmal and the number of working days of the workman was shown to be 2838 days. According to clause 10 of the circular mentioned above, "if a temporary mazdoor found absconding, he should be served with a notice under registered cover by post for reporting for duty immediately and if he does not turn up, another notice should be sent giving 10 days time mentioning definite date to join. If he does not reported again, one more notice should be sent indicating that his services will be terminated and his name will struck off from the seniority list of temporary mazdoors,

if he continues to abscond any further. After 10 days, if he does not report action should be taken to terminate his services. All correspondences should be made with intimation to Labour Commissioner.”

In the present case, Party No. 1 has admitted about the workman making correspondence with it for his engagement. Even if the submission of the Party No. 1 about the absconding of the workman is believed to be true for the sake of argument, still then, there is nothing on record to show that the procedures given clause 10 of the circular mentioned above were complied with. Hence, it is found that the action of the management in not reinstating the workman as per the said circular is not justified.

At this stage, I think it proper to mention that though the learned advocate for the management in the written notes of argument has mentioned of placing reliance on the decisions reported in 2006 (IV) SCC 8 and 2007 (III) Mh. L.J. 882, did not file the said decisions for perusal of the Tribunal and as such, it is not possible to give any opinion about the applicability of the principles enunciated by the Hon'ble Courts in those two decisions.

9. Now, the question remains for consideration is the relief for which, the workman is entitled to. It is now well settled that to claim back wages, it is necessary for the workman to plead and prove that he was not gainfully employed from the date of the alleged termination of his service, which is lacking in this case. The workman has neither pleaded nor adduced any evidence that he was not gainfully employed from the date of his termination of his service. Hence, he is not entitled for any back wages. However, in view of the circular of the Chief General Manager dt. 7-6-90 as mentioned above and list of the casual mazdoors prepared by the Telecom District Manager, Amravati dt. 14-8-90, basing on the above mentioned circular, the workman is entitled for reinstatement in service with seniority and regularization as per his juniors, who have admittedly been regularized by the Party No. 1. Hence, it is ordered.

ORDER

The action of the management in relation to Telecom District Engineer, Yavatmal under the erstwhile Department of Telecommunication and present Bharat Sanchar Nigam Limited in terminating the services of Shri Nandraj Gopalrao Nagarale on 10-11-88 is unjustified and not legal. The workman, Shri Nandraj Gopalrao Nagarale is entitled for reinstatement with seniority. However, the workman is not entitled for back wages. The Party No. 1 is directed to reinstate the workman in service with seniority and to regularize his service as per his juniors, who have already been regularized, within a month from the date of publication of the notification.

J. P. CHAND, Presiding Officer

नई दिल्ली, 23 मार्च, 2011

का. आ. 1057.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी.एस.एन.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 271/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-3-2011 को प्राप्त हुआ था।

[सं. एल-40012/8/2004-आई आर (डी. यू.)]
जोहन तापनो, अवर सचिव

New Delhi, the 23rd March, 2011

S.O. 1057.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 271/2004) of the Central Government Industrial Tribunal-cum-Labour Court No.-I, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of BSNL and their workman, which was received by the Central Government on 23-3-2011.

[No. L-40012/8/2004-IR (DU)]
JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Case No. 271/2004

Smt. Purni Kaur, W/o Beeru Ram, R/o Village
Bhambuan, PO Devigarh Julkan, Sub Tehsil
Dhudhan Badhan, Patiala. ... Applicant

Versus

1. The General Manager, Telecom, Patiala.
2. The SDE Devigarh Office of G.M.T. BSNL,
Patiala ... Respondents

APPEARANCES:

For the workman : Shri M. S. Gorsli.
For the Management : Shri G. C. Babbar.

AWARD

Passed on 4-3-2011

Central Govt. vide letter No. L-40012/8/2004/IR (DU) dated 4th August, 2004, has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the management of General Manager Telecom (BSNL), Patiala in terminating the service of Smt. Purni Kaur W/o Shri Beeru Ram, Ex-Part Time Sweeper w.e.f. 19-6-2003 without any notice and without any payment of retrenchment is illegal and unjustified? If so to what relief the concerned workman is entitled to and from which date?”

The case of Smt. Purni Kaur, in nutshell is that she was appointed as sweeper in the office of SDE, Devigarh in the year 1982 and has worked continuously as such till 19-6-2003 when her services were terminated without notice or without payment of one month wages in lieu of notice and without payment of retrenchment compensation. Smt. Purni Kaur had completed 240 days of work in the preceding year from the date of her termination and her termination was illegal and void being against the provisions of the Act. Fresh hands were provided with the same work after termination of her service without affording her the opportunity to work. On the basis of above facts the workman has prayed for an order setting aside termination order and for her reinstatement along with all the consequential benefits.

The management appeared and opposed the claim of workman by filing written statement. It is admitted that workman worked as a part time sweeper till 30-9-2000. It is contended that Smt. Purni Kaur being more than 56 years of age was ineligible for the work and regular job was not possible for her. Apart from this, it is also denied that she had completed 240 days of work in the preceding year from the date of her termination. It is further denied that any person was provided with the work at her place after termination of her services.

Both of the parties were afforded the opportunity for adducing evidence. During pendency of this case Smt. Purni Kaur died and her legal heirs were brought on record. On her behalf, her son Shri Jaswant Singh filed an affidavit and he was cross-examined by learned counsel for the management. One Shri Mahavir Singh D.E. legal, filed an affidavit on behalf of the management and he was cross-examined by the learned counsel for the workman.

Death certificate of Smt. Purni Kaur was filed. The management failed to file any document relating to the service of the workman. On the other hand, the workman has preferred to file certain documents which have been marked as Ex. W2 to W10.

Both of the parties were heard at length. On perusal of the materials on record it is evidently clear that Purni Kaur at the time of her termination was 56 years of age. It is true that she was approaching the age of superannuation but this cannot be the sole ground to deny her right to work. Management has tried to justify the termination on the ground that she was about to be 60

years of age at the time of termination and her regularization was not possible. Industrial Disputes Act primarily protects the right to work and the reference was referred by the Central Government with the same intent. The workman has also approached this Tribunal for protection of right to work. Right to work and the regularization of services are two different rights. For regularization of services, the right of the workman against any post has to be recognized, whereas, it is not necessary to recognize and protect the right to post while protecting or regulating the right to work of any workman. The casual work generally is carried on by casual worker without creation of any post. It creates a right for protection of continuation of work but it does not create any vested right for the post. The right of a casual worker to work is also protected under the provisions of the Act. It is hereby made clear that Industrial Disputes Act does not bar the termination of any casual worker. The Act regulates the termination of the services of a casual worker. The Act regulates the services of a casual worker by means of provision that if the services of a casual worker are no more required and the casual worker had worked for the substantial period of one year or more, his services can only be terminated by giving a month notice or by tendering one month wages in lieu of notice and by payment of lawful terminal dues. If it is not done the termination order will be illegal and void ab initio being against the provisions of the Act.

In this case Smt. Purni Kaur had not approached this Tribunal for regularization of her services. She had approached this Tribunal for the protection of her right to work. The evidence adduced by parties makes it clear that she had served the department for more than 21 years and in one fine morning she was not allowed to work. The contention of management that she was a part time sweeper is not acceptable because the protection of provisions of the Act is available to the part time workers as well. The management failed to file any document relating to the services of workman. The documents which workman has filed have not been specifically denied. W3 and W4 specifically makes it clear that Smt. Purni Kaur was working continuously with the management as a part time sweeper. It is hereby once again made clear that contents of W4 a letter written by S.D.E. Installation to the General Manager, Telecommunication regarding matter of Smt. Purni Kaur have not been denied. Thus, there is no dispute on the issue that Smt. Purni Kaur had worked with the management continuously for more than 21 years and one fine morning she was not permitted to work and her services were terminated orally. Her termination had been and is against provisions of the Act and is held to be illegal and void.

It is also not disputed that at the time her services were terminated work was available. The evidence of management has not stated a single word on availability of work. Whereas, Smt. Purni Kaur in her affidavit and

cross-examination has stated that in spite of work her services were terminated. Moreover judicial notice can be taken on the nature of work for which Smt. Purni Kaur was employed.

Smt. Purni Kaur is no more. So, on the issue of remedy there is no question for any order on her reinstatement to the services. The grievance of legal heirs of Smt. Purni Kaur can be redressed by awarding an amount of reasonable compensation. While awarding the compensation this Tribunal has to consider the several factors which includes the age of workman, nature and period of employment, amount of wages she was getting at the time of termination, one month wages in lieu of notice and interest thereon, lawful terminal dues, the period workman could have worked if ordered for reinstatement, inflation factor of Indian economy etc. Considering all the factors I am of the view that Rs. 1,50,000 shall be a reasonable compensation for the violation of the rights of Smt. Purni Kaur and this compensation shall be payable to all the legal heirs of Smt. Purni Kaur. The management is hereby directed to pay this compensation within one month from the date of publication of this Award. If the compensation is paid within one month from the date of publication of Award, no interest need to be paid, failing which the management shall also incur the burden for payment of interest at the rate of 7% per annum from the date of filing the statement of claim till final payment.

Let Central Government be approached for publication of the Award.

Chandigarh. G. K. SHARMA, Presiding Officer.

नई दिल्ली, 23 मार्च, 2011

का. आ. 1058.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सब डिवीजनल ऑफिसर, टेलीकॉम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-3-2011 को प्राप्त हुआ था।

[सं. एल-40012/106/91-आई आर (डी. यू.)]
जोहन तापनो, अवर सचिव

New Delhi, the 23rd March, 2011

S.O. 1058.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad, now as shown in the Annexure in the industrial dispute between the employers in relation to the management of Sub-Divisional Officer, Telecom and

their workman, which was received by the Central Government on 23-3-2011.

[No. L-40012/106/91-IR (DU)]
JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

Dated, 6th day of January, 2011

I. D. No. 68 of 1991

PRESENT:

Sri V. Jaya Surya, B.Com., B.L., Chairman

Sri D. Shankaraiah Goud,
S/o Anjeneyulu Goud,
H. No. 2-40, Nasrullabad, Thimmajipet,
Mohaboobnagar. Petitioner/Petitioners

AND

1. The Sub-Divisional Officer,
Telecom, Nagar Kurnool,
Mohaboobnagar Distt.
2. The Telecom District Engineer,
Mahaboobnagar,
Mahaboobnagar Distt.
. Respondent/Respondents

APPEARANCES:

Sri William Burra Advocate for the Petitioner

Sri R. S. Murthy Advocate for the Respondents

AWARD

The Government of India through its Central Labour Ministry's Order No. L-40012/106/91-IR (DU) dated 13/19-11-1991 have referred the dispute under the provisions of the Industrial Disputes Act, 1947 for adjudication of the issue specified in the Annexure which reads as under:

"Whether the management of Sub-Divisional Office (Rural), Telecom, Nagar Kurnool is justified in terminating the services of Shri D. Shankaraiah Goud with effect from 16-10-1989? If not, to what relief the workman is entitled?"

1. The case of the petitioner/workmen as set out in the claim statement to the extent relevant is extracted hereunder:

The Respondents recruited and employed the petitioner as casual mazdoor for 227 days without paid weekly offs during the period from 12-1-1989 to 15-10-1989 except in June and July 1989 during which

the petitioner was given paid weekly offs. For some days he was kept idle due to cessation of work but thereafter he was retrenched on the ground that he was recruited after 30-3-1985 contrary to the orders of the Director-General, P&T New Delhi, prohibiting any fresh recruitment and employment of casual mazdoors. The petitioner was not given notice nor paid wages as per the mandatory provisions of Section 25-F of the I.D. Act.

In *Daily Rated Casual Labour in P&T Vs. Union of India and Others* (AIR 1987 SC 2342) Hon'ble Supreme Court of India directed that a scheme be worked out to absorb as far as possible the casual labourers who have rendered one year continuous service (with at least 240 days services to their credit). Thus the Hon'ble Supreme Court of India conferred on the workmen the right of absorption in the regular establishment of the Departments because the Casual workman no longer remains "casual" after rendering one year continuous service.

Notwithstanding the aforesaid direction of the Supreme Court of India the petitioner was retrenched from service on the fallacious ground that he was recruited after 30-3-1985, the date on which the Director-General imposed ban on fresh recruitment/employment of casual mazdoors. The retrenchment was without complying with the mandatory provisions of Section 25-F of the ID Act.

In a similar case when some casual mazdoors of Delhi Telephones, recruited after 30-3-1985 were retrenched the Principal Bench of the Central Administrative Tribunal at New Delhi declared that in view of the above judgment of the Supreme Court the executive orders of the Director General dated 30-3-1985 were no more valid and that even casual mazdoors recruited/employed after that date were entitled to absorption in the regular establishment on a regular basis on rendering one year continuous service vide its judgment dated 4-5-1988 in OA No. 529/88 between Sunderlal and Others and Union of India and Others. In fact, in a subsequent decision dated 17-4-1990 in WP(C) No. 1280/89 and batch cases between Ramgopal and Others Vs. Union of India and Others, etc. the Hon'ble Supreme Court of India upheld the above mentioned judgment dated 4-5-1988 and declared that no distinction can be drawn between Mazdoors recruited before 30-3-1985 and those that were recruited on or after the date and that all those who have rendered one year service were entitled to the benefit of the judgment.

After absorbing several Mazdoors the Telecom Deptt. issued orders No. 269-10/89-STN,

dated 7-11-1989 to grant temporary status to those who could not be absorbed in the regular establishment for want of vacancies. It was thus clear that continuous one year service as casual labourers in the Telecom Department entitled them to temporary status pending the absorption in the regular establishment of the Department, according to their turn in the seniority list casual mazdoors of a recruitment unit. Absorption in the regular establishment of the Department according to their turn in the seniority list and grant of temporary status are thus incidental to their service in the Telecom Department.

Therefore, the order of the Respondents terminating the services of the petitioner is illegal, null and void and consequently he is entitled to reinstatement in to service with full back wages and continuity of service protection of his seniority and all other benefits which are consequential and incidental to such reinstatement.

2. The case of the Respondents as set out in the Counter to the extent relevant and necessary is briefly extracted hereunder :

The reference made by the Government is neither maintainable in law nor on facts. The petitioner was engaged as a Casual Mazdoor on daily wages, depending upon the availability of work. The casual mazdoors are engaged for laying the cables, and poles etc. The work of casual mazdoors comes to an end on completion of work. The contention of the petitioner that he worked continuously for 227 days during the period from 12-1-1989 to 15-10-1989 is not correct. He was engaged as and when work was available. In the case of casual mazdoors the question of termination does not arise. The contention of the petitioner he was terminated from service in violation of the Section 25-F of the I.D. Act is not correct. Section 25-F of the ID Act is not applicable to the facts and circumstances of the case. There is procedure for engaging the employees and casual mazdoors are means for discharging casual nature of work and they have no any manner of right whatsoever to seek their absorption in the establishment. The various judgments cited by the petitioner in the claim statement are not at all relevant and applicable to the facts of the case. The petitioner is not eligible for any temporary status as he was engaged prior to 30-3-1985.

3. Sri D. Shankaraiah Goud S/o. Anjeneyulu, the petitioner workmen herein has examined as WWI and he got marked Ex. W1, the Katcha Record. On behalf of the Respondents Sri K. Paramdhamayya S.D.O. Telecom has

been examined as RW1. No documents have been marked on behalf of the Respondents.

4. Heard arguments from both sides. While Sri William Bura Counsel appearing for the petitioner has cited the following authorities reported in (1) 1981 – 3 SCC – 225, (2) 2003 LILR – 79, (3) 1985 – LLN – 2 – 817 SC, (4) 1989 – SCC – Supp. 2 – 97. Sri R. S. Ramamurthy Counsel appearing for the Respondents has placed reliance on the authorities reported in (1) 1975 (1) LLJ – 207, (2) 2002 (5) ALD 14 (SC), (3) 2005 (8) SCC 481, (4) 2007 (2) SCC L&S 255.

5. Issue “Whether the Management of Sub-Divisional Office (Rural), Telecom, Nagar Kurnool is justified in terminating the services of Shri D. Shankaraiah Goud with effect from 16-10-1989? If not, to what relief the workman is entitled”? The petitioner while seeking an order declaring that his retrenchment is illegal, also sought an order declaring that he is entitled to reinstatement in to services with full back wages, continuity of service, protection of his seniority and all other benefits which are consequential and incidental to such reinstatement. So seeking such reliefs the petitioner contended that he was removed from service in utter violation of the mandatory provisions of Section 25-F of the Industrial Disputes Act, 1947. The burden of proof of the case is heavily on the petitioner, more particularly having regard to the contention of the Respondents that he was never recruited and employed, but was engaged as a casual mazdoor on daily wages whenever the work was available.

6. Since the petitioner is seeking the relief as prayed in the claim statement on the ground of violation of conditions incorporated in Section 25-F of the I.D. Act, 1947, it would be useful to extract on record what it says so as to decide the dispute referred under the I.D. Act, 1947. Section 25-F of the I.D. Act reads as “No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until (a) the workman has been given one month notice in writing indicating the reasons for retrenchment and the period of notice has expired or the workman has been paid in lieu of such notice, wages for the period of the notice. (b) the workman has been paid at the time of retrenchment compensations which shall be equivalent to fifteen days average pay (for every completed years of continuous service) or any part thereof in excess of six months and (c) Notice in the prescribed manner is served on the appropriate Government (or such authority as may be specified by the appropriate Government by Notification in the Official Gazette)”. While it is the case of the respondents as per the pleadings in the counter filed in response to the claim statement that the petitioner was engaged as casual mazdoor on daily wages depending upon the availability of work and that the casual mazdoors are

engaged for laying the cables and poles, the evidence of MW1 Sri K. Paramdhamaya SDO Telecom Nagarkurnool, is that the petitioner workmen was engaged from 12-1-1989 to 15-10-1989 but during the said period the petitioner was not engaged continuously and there were breaks in the engagement due to non-availability of work and that during such period the petitioner worked only for 227 days. From the above statement of the MW1 it could be seen that it is the fact that the petitioner had been recruited and employed for the purpose of laying the cables and poles that he started attending the duties from 12-1-1989 and continued to attend the duties as such till 15-10-1989 and that thereafter, the petitioner was not allowed to attend his duties as the casual mazdoor. MW1 Sri D. Shankaraiah Goud while reiterating his case what has been pleaded in the claim statement placed reliance on Ex. W-1 which is the Katcha Record. Ex. W1 shall have to be accepted as an authenticated document, since the entries therein show that as stated and admitted by MW1, the petitioner, having been employed as casual mazdoor had attended the duties as the casual mazdoor from 12-1-1989 to 15-10-1989. Although it is the case of the Respondents that the petitioner workman was engaged as casual labour for specific purpose and for limited period on a daily wage basis there was no evidence to show to that effect on the part of the Respondents. No single paper such as, the Muster Roll, the appointment Order, the Attendance Register etc. are produced before the Court to show that the petitioner workman was engaged for specific purpose and for limited period and that thereafter on completion of work or purpose the petitioner discontinued to attend the works in the respondents Management. The length of service as the casual mazdoor put up by the petitioner clearly shows that he had not been employed for limited period. The petitioner, having rendered service from 12-1-1989 to 15-10-1989 as the casual mazdoor in the Respondent Management has established and proved his status as an employee of the Respondent Management.

7. While it is the case of the petitioner workman that he was retrenched in violation of the Section 25-F of the I.D. Act it is the case of the Respondents that the provisions of Section 25-F of the I.D. Act are not applicable to the facts and circumstances of the case. Although the Respondents denied the very claim of the petitioner that they recruited and employed him as casual mazdoor for 227 days without paid weekly offs during the period from 12-1-1989 to 15-10-1989 except in June and July 1989 during which he was given paid weekly offs, MW1 Sri K. Paramdhamayya S.D.O. Telecom fairly admitted in evidence that the petitioner was employed from 12-1-1989 to 15-10-1989 for the purpose of laying of cables and poles. But he says that there were breaks in engagements due to non availability of work during the said period and that the petitioner worked only for 227 days. It appears that it is the case of the Respondents that the disengagement of petitioner from 16-10-1989 onwards did not amount to

retrenchment from service in violation of the Section 25-F of the I.D. Act. Having regard to the case of the Respondents that there was no continuity of service in the case of the petitioner and that therefore, his disengagement cannot be construed to be retrenchment from service it has to be seen whether the petitioner had rendered 277 days service to his credit to claim the benefit of continuous service as required and explained under Section 25(B) of the I.D. Act. Sri K. Paramdhamayya S.D.O. Telecom categorically admitted the fact that the petitioner was engaged from 12-1-1989 to 15-10-1989 but he says that there were breaks in engagements due to non availability of work during the said period. As is evident from Ex. W1 the Katcha record which was signed by the concerned authority of the Respondent it is a fact that the employer recorded the number of working days the petitioner worked. As claimed by the petitioner and as admitted by MW1, the petitioner having been employed as casual mazdoor joined the Respondents Management on 12-1-1989 and rendered service as such till 15-10-1989. During such period the petitioner is shown to have worked for 20 days in the month of January (from 12-1-1989 to 31-1-1989), 26 days in the month of February (from 3-2-1989 to 28-2-1989), 29 days in the month of March (from 1-3-1989 to 23-3-1989) and (from 26-3-1989 to 31-3-1989), 28 days in the month of April from (1-4-1989 to 30-4-1989), 30 days in the month of June from 1-6-1989 to 30-6-1989, 31 days in the month of July (from 1-7-1989 to 31-7-1989), 26 days in the month of August (from 1-8-1989 to 31-8-1989), 22 days in the month of September (from 1-9-1989 to 30-9-89), and 15 days in the month of October (from 1-10-1989 to 15-10-1989). No entry as regards the number of days the petitioner attended the work in the month of May is made. The entries in Ex. W1 make it very clear that the Respondents employed the petitioner as casual Mazdoor for 227 days without paid weekly offs during the period from 12-1-1989 to 15-10-1989 except in June and July 1989 during which the petitioner was given paid weekly offs. As admitted by MW1 in his evidence, due to cessation of work, the services of petitioner were not utilized by the Respondents in the month of May 1989. It is not the case of the Respondents that the petitioner was absented himself in the month of May, 1989. In the case of 19 weekly Rest days, the factual situation is that because the petitioner was entitled to such rest days, he was not forced to attend the work. As there was cessation of work in the month of May 1989, the petitioner was forced to stay out of work. Thus total number of working days the petitioner worked is 277 days. The petitioner nowhere has made any attempt to project any false statement in exaggeration beyond the entries in Ex. W1 in respect of the number of working days he worked. In an authority reported 1985 LLN-2-817 in the case of

Workmen of American Express International Banking Corporation Vs. Management of American Express International Banking Corporation the Hon'ble Supreme Court of India while dealing with the question whether public holidays would be taken into account for the purpose of reckoning the total number of days actually worked for not less than 240 days, has held that the public holidays can be counted as working days for the purpose of computing the number of working days. Thus the petitioner has the continuous service of 240 days as required under the statutory law.

8. The next question that comes for consideration is whether the disengagement of petitioner from 16-10-1989 onwards would amount to retrenchment in violation of 25-F of the I.D. Act. It is a fact even according to the Respondents that the petitioner was not engaged to attend the works from 16-10-1989 without assigning any reasons as required under Section 25-F of the I.D. Act. In an authority reported in 1981-3 Supreme Court cases 225 relied upon by Counsel for the petitioner, in the case of Mohan Lal Vs. Bharat Electronics Ltd., the Hon'ble Supreme Court made it very clear that termination simpliciter of services of a temporary workman not fall within excepted or excluded categories mentioned in the Section 2(oo) would amount to retrenchment. In another authority reported in 2003 LILR - 79 SC relied upon by the Counsel for the petitioner, the Hon'ble Supreme Court of India in the case of S. M. Nilajkar and Others Vs. Telecom District Manager, Karnataka also made clear that the workmen recruited for discharging temporary job under a project can insist on compliance of Section 25F of the Act if their services are dispensed with on the project coming to an end. It is not the case of the Respondents that the petitioner herein was employed with a stipulation that he will be disengaged on the completion of purpose for which he was employed. It is a fact for the purpose of laying the cables and poles etc., having been authorized, the Respondents employed the petitioner and got the services of the petitioner for such a long period. However, no evidence is adduced to show that the laying of cables and poles is a short tenure work. Therefore the petitioner as rightly claimed is entitled to the benefit under Section 25F of the Industrial Disputes Act, 1947. In another authority reported 1989-SCC-Supp. 2-97 relied upon by the Counsel for the petitioner, the Hon'ble Supreme Court of India in the case of Narotam Chopra Vs. Presiding Officer, Labour Court has held that the services of an employee is terminated in violation of Section 25F of the I.D. Act, 1947, the order of termination is rendered ab initio void and the employees would be entitled to continuity of service along with his back wages. In an authority reported in 1975 1

LLJ-207 relied upon by Learned Counsel appearing for the Respondents, in the case of Crompton, Engineering Company Madras Pvt. Ltd. and Additional Labour Court, Madras the Hon'ble High Court of Madras held as under : "Though casual employees may fall within the scope of the definition of "workman" in Section 2(s) such employees are not entitled to reinstatement since an order of reinstatement, postulates the existence of a post in which a particular person was working and with reference to which his employment was terminated. When there was no post and there was no termination of employment but only there was an employment of a particular individual for a specific period or for a specific work, the employment automatically came to an end on the expiry of such period or after the work was over, and consequently, there was no termination and there was no question of reinstatement". In another authority reported in 2002 (5) ALD 14 (SC) relied upon by the Counsel of the Respondents in the case of Haryana State FCCW Store Ltd. and Another Vs. Ramnivas and another the Hon'ble Supreme Court of India held that the termination of a workman engaged for a specific purpose, on the completion of the purpose does not amount to retrenchment within the meaning of Section 2 (oo) (bb) of the Act. In another authority reported in (2005) 8 Supreme Court Cases 481 in the case of Batala Coop. Sugar Mills Ltd. Vs. Sowama Singh the Hon'ble Supreme Court of India has also expressed the above opinion. Here in the instant case the factual circumstances established in evidence are entirely different with the factual circumstances in the above authorities relied upon by the Counsel for the Respondents. Here the case on hand in evidence is not such that the petitioner was employed for specific purpose and for specific period and the petitioner was disengaged from 16-10-1989 on the completion of the purpose for which he was employed on 12-1-1989. It is relevant to mention in the context of the matter that the Respondents purposefully avoided to place the relevant record in respect of the petitioner's case with an apprehension that if such record was placed it would speak against its case. It has come in evidence that the petitioner was recruited and employed on 12-1-1989 and he worked in the said establishment continuously for a period of 277 days commencing from 12-1-1989 to 15-10-1989. Ex. W1 clearly shows that the petitioner worked in the Respondents establishment for a continuous period of 240 days as required under Section 25B of I.D. Act 1948 for claiming the benefits provided under Section 25F of the I.D. Act, 1948. MW1 the working official in the establishment fairly admitted in his evidence that the petitioner having been engaged as casual mazdoor worked in the establishment from 12-1-1989 to 15-10-1989 and thereafter he was disengaged without assigning any

grounds as required under Section 25F of the I.D. Act, 1948. With due respect it has to be stated in the context of the matter in hand that the above authorities including the authority reported in (2007) 2 SCC (L&S) 255 relied upon by the Counsel for the Respondents herein are not applicable to the factual circumstances of the matter. No where it is found in the course of appreciation of the matter that the petitioner was engaged for specific purpose and was disengaged on the expiry of the said work. It is the case on record as established that the petitioner having been recruited was engaged as casual mazdoor in the Respondents establishment and in that capacity the petitioner worked for a continuous period of 277 days, thus he has got continuous service as required under Section 25B of I.D. Act. Since the petitioner was disengaged from 16-10-1989 not in consonance with the provisions of the Section 25-F of the I.D. Act, his removal from service would amount the retrenchment. Therefore, since the petitioner was retrenched not in consonance with the provisions of Section 25-F of the I.D. Act the petitioner is entitled to reinstatement into the service with continuity of service. On a consideration of material available on record it is also the opinion of the Tribunal that the petitioner workman is entitled to compensation for a sum of Rs. 50,000 for the loss he sustained for all these years because no evidence is adduced as to how much amount he was being paid to him and etc. Accordingly, the issue is answered.

9. In the result, the action of the management of the Sub-Divisional Officer (Rural) Telecom, Nagar Kurnool in terminating he services of Sri Shankaraiah Goud w.e.f. 16-10-1989 is not justified. The Respondents are directed to reinstate the petitioner workman into service from the date of publication of the award with continuity of service. A sum of Rs. 50,000 (Fifty Thousand only) as compensation shall be paid by the Respondents to the petitioner workman in lieu of his loss of income. Award is passed accordingly.

Typed to my dictation, corrected and pronounced by me in the open Court on this the 6th day of January, 2011.

V. JAYA SURYA, Chairman

APPENDIX OF EVIDENCE

Witness examined For Petitioner	Witness examined for Respondents
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WW1 : D. Shanakraiah Goud MW 1 : Parandhamayya

DOCUMENTS MARKED

For Petitioner	For Respondents
Ex. P1 : Katcha Record	—NIL—

नई दिल्ली, 23 मार्च, 2011

का. आ. 1059.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आर्मी वेलफेयर एजुकेशन सोसाइटी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पुणे के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-3-2011 को प्राप्त हुआ था।

[सं. एलु-14011/3/2008-आई आर (डीयू)]
जोहन तोपनो, अवर सचिव

New Delhi, the 23rd March, 2011

S.O. 1059.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Pune, as shown in the Annexure in the industrial dispute between the employers in relation to the management of Army Welfare Education Society and their workman, which was received by the Central Government on 23-03-2011.

[No. L-14011/3/2008-IR(DU)]
JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE SHRI K. W. THAKARE, INDUSTRIAL
TRIBUNAL, PUNE

Reference (IT) No. 21 of 2008

BETWEEN:

- (1) The Principal, Army School
- (2) The Army School, through its Chairman
- (3) Balak Mandir/Shishu Vihar Pre-Primary and Primary School through its Chairman.

All having their registered office at Army School,
B. E. G. Centre Campus, Khadki-Pune-411003.
... First Party

AND

Smt. Shushma Mohan Savade, Resident at New
Cantonment Quarter No. 1, Gadi Adda, Kirkee,
Pune-411003.
... Second Party

IN THE MATTER OF:

Demands mentioned in the Schedule to the order of
Reference.

APPEARANCES:

Shri D. V. Kulkarni, Advocate for First Party.
Shri K. H. Karnalkar, Advocate for Second Party.

AWARD

(Dated : the 24th December, 2010)

The Government of India, Ministry of Labour, New
Delhi, by Order No. L-14011/3/2008-IR (DU) dated 2nd June,

2008 has referred the present reference to this Tribunal for adjudication with following Schedule to the Order of Reference which is as under :

SCHEDULE

"Whether the action of the management of Army Welfare Education Society, Khadki, Pune in terminating the services of their workman Smt. Sushma Mohan Savade w.e.f. 25-6-2002 is legal and justified ? If not, to what relief the workman is entitled to ?"

2. After receipt of the reference notices were sent to both the parties. The second party workman Mrs. Sushma Mohan Savade has filed her Statement of Claim at Exh. U-3. The first party has filed written statement at Exh. C-6.

3. In the Statement of Claim at Exh. U-3, the second party workman has submitted that, the first party No. 1 is a school run and managed by Army Welfare Education Society established in the year 1985. The first party No. 2 is the member of Army School who has issued the termination letter dt. 25th June, 2002 of the second party workman. The first party No. 3 is a Pre-primary and Primary School named as Balak Mandir/Shishu Vihar which was established in the year 1973. In the year 1985 the entire management of the said Shishu Vihar was taken over by the Army Welfare Education Society (AWES) and since then the said AWES are running and managing all the affairs of Shishu Vihar under the banner of Army School. The AWES is having about 25 such Army Schools all over India. The Army School was established in the year 1985 at the same premises where Shishu Vihar was existing and all the teaching and non-teaching staff of the Shishu Vihar were absorbed by the Army School since its inception and establishment including the second party workman.

4. It is also the case of the second party workman that she was working in Shishu Vihar since 1984 as Safaiwali. Her initial monthly wages was Rs. 90 p.m. in the year 1984 and thereafter she was taken/absorbed by AWES under the banner of Army School. She was working with the said Army School from 1985 till the date of her illegal termination from the services dt. 25th June, 2002. From the date of inception and establishment of Army School, the second party workman was continuously discharging her duties as Safaiwali as well as Aaya on every working day for more than 8 hours in a day and completed more than 18 years of continuous service in the Army School.

5. The First party without following due process of law illegally issued a termination letter dt. 25th June, 2002 to the second party on the ground that she was absent from duty without leave. The second party workman has challenged the illegal termination of her services by filing Appeal No. 69/2000 before the School Tribunal, Pune. The School Tribunal, Pune disposed of the appeal on the preliminary issue of jurisdiction by observing that the

second party was working in Pre-Primary Section of the School i.e. First Party No. 3 and therefore appeal was held not to be maintainable and not covered under M.E.P.S. Act, 1971 by order dt. 31st March, 2006. Thereafter the second party workman preferred review application bearing Application No. 19/2006 before the School Tribunal. The School Tribunal rejected the review application on 29th August, 2006. Thereafter she approached to the Appropriate Government under the provisions of I. D. Act i.e. The Regional Labour Commissioner, Central, by letter dt. 27 September, 2006. The second party was a worker of the first party and her work was controlled and supervised by the first party. The illegal termination letter was issued by first party No. 2. There is a master and servant relationship between the first party and second party. The termination letter dt. 25-6-2002 issued to her is illegal and void ab initio. No show cause notice was issued not charge-sheet was issued to her. No departmental enquiry was conducted before terminating her services. The first party, without following the due process of law, terminated her services w.e.f. 25th June, 2002. The principle of natural justice was also not followed. The impugned termination letter was issued by first party No. 2 without application of mind and in breach of the mandatory provisions of law, natural justice and service rules and hence the termination order is liable to be quashed and set aside. The second party workman is an old lady completed 47 years of her age and hence she has prayed to reinstate her in service with continuity and full back wages.

6. The claim of the second party is opposed and contested by the first party by filing written statement at Exh. C-6. It is contended that the statement of claim filed by the workman is misconceived and untenable in law. It is further contended that the present reference is not maintainable because the appropriate Government has no authority to refer the dispute for adjudication u/s 10(1)(d) read with Section 12(5) of the Act and thereafter the dispute cannot be adjudicated. The second party workman has impleaded wrong persons in the reference and therefore it is the case of mis-joinder of party. Pre-primary education is not part of the recognized school but it is purely welfare activity carried out by regiment to prepare 3-4 years old for Class-I. This activity may be shifted or closed at any time. The contents of para 1 of the Statement of Claim is not disputed by the first party. It is admitted that the first party No. 1 Army School is run and maintained by the Army Welfare Education Society (AWES) and it was established in the year 1984-85. The first party No. 3 is nothing to do with AWES because it has its own distinct entity and the said Balak Mandir was converted to Army School. Shishu Vihar was moved from its original location near to Army School and was re-named as Pre-primary wing under Administrative control of Principal of Army School, Khadki but not the part of AWES which is having classes I—X Std. only. The second party was Safaiwali in

Shishu Vihar renamed as Pre-Primary Wing of Army School, Khadki. The classes from I to V of Balak Mandir were converted to Army School which was taken over by AWES. Pre-Primary Section is not a part of school. It is voluntary welfare activity of Army Wives of Regiments and it has no permanent extension wives. Shishu Vihar has renamed as Pre-primary School introduced in the year 1992. AWES is running 126 schools and none of them have Pre Primary Section.

7. It is denied by the first party that the Army School was established in the year 1985 at the same premises where Shishu Vihar was in existence. It is further denied that teaching and non-teaching staff of Shishu Vihar has been absorbed with Army School since the inception as alleged in the complaint. It is contended that in the year 1985 Balak Mandir was converted to Army School, Khadki. At that time only two Bais were employed and four teachers and they have been given appointment letters after advertisement of the post. It is denied that the second party workman was working in Shishu Vihar from 1984 as alleged in the Statement of Claim. It is admitted that she was discharging the work of Safaiwali on an initial monthly salary of Rs. 90 p.m. It is denied that the AWES has taken over the management of Shishu Vihar in the year 1982 that too under the banner of AWES. It is further contended that the second party was never employed as Safaiwali in Army School. It is denied that she was working for more than 8 hours per day and completed 18 continuous service as alleged in the statement. It is denied that without following due process of law, her services were terminated on 25th June, 2002. It is denied that the alleged ground of termination was absence from duty without leave. It is admitted that the termination dt. 25-6-2002 was challenged before the School Tribunal in Appeal No. 69/2000 and the same was dismissed for want of jurisdiction. It is also admitted that the review application preferred by the second party was also rejected by the School Tribunal.

8. It is contended that the termination letter has been signed by Principal of Pre-Primary Section which was a separate entity and they were not included in records of AWES. It is contended that the second party workman was employed at Shishu Vihar and later on Pre-Primary Section since 1992 where she was instructed to work of Safaiwali and she was supposed to clean toilets and tin tots and look after said children efficiently and meticulously. However, it was realized that the work which was entrusted to the second party was being neglected by her and she used to remain absent without prior notice. The children were extremely small in their age and it was accepted on the part of the safaiwali to look after them very cautiously and keep the environment clean and hence she was warned from time to time. The second party workman was not diligent while carrying out her duties and therefore she was warned by the Pre-Primary School from time to time. There was no improvement in the working

of the second party and her absence created the unhealthy and unhygienic condition. The second party workman was employed in Pre-primary School where also during the course of tenure of employment where she developed the habit of remaining absent unauthorizedly. She was not regular in attendance. Since the school authorities were not having any other employee on whom this work of cleaning toilets can be entrusted, therefore due to some unauthorized absenteeism of the workman the whole atmosphere of the school was being ruined, thus an act of unauthorized absenteeism was noticed and despite of giving several instructions in that regard for not recurring such act, however, there was no improvement in the second party workman. All these things were culminated into that when the school was re-opened on 24-6-2002 that time once again the second party workman was absent without assigning any reason on the first day of Pre-primary School. The work was suffered and considering peculiar stock of situation and considering the conduct of second party workman, there was no objection for the Principal of Pre-primary Section except to terminate her services w.e.f. 25th June, 2002. Before issuance of termination letter, the second party was provided with various reasonable opportunities and hence the termination of her service from 25-6-2002 is legal and justified.

9. It is further contended that after terminating the services of the second party it was not obligatory on the part of the first party to hold any departmental enquiry against the second party or to issue her show cause notice or charge sheet. It is denied by the first party that the mandatory provisions of law have not been followed while terminating her services. The termination letter was issued by following the principal of natural justice. The principal has to keep in mind welfare of 250 children of age group of 3 to 4 years. The principal has applied her mind and patiently for 2 years observed the attitude of the second party and therefore the termination cannot be treated as ex-facie illegal and void ab-initio as alleged in the Statement of Claim. Finally it is contended to answer the reference in negative. It is further contended by way of amendment that during the pendency of the present proceeding-reference, the first party has found that it is extremely impossible for it to carry out all its activities and as such the same has been closed permanently w.e.f. 1 October, 2007.

10. Following issues arised for my consideration at Exh. O-7:

1. Whether the reference as framed is tenable under law ?
2. Does the second party proved that she was the employee of Army School ?
3. Does the second party proves that there was any relationship between the Second Party and First Party as alleged ?

4. Does the second party proves that the alleged termination of service w.e.f. 25-6-2002 is illegal and justified ?
5. Whether the second party is entitled for relief as prayed ?
6. In what manner the reference is answered ?

11. My findings to the above issues for the reasons are as under :

1. Proved.
2. Proved.
3. Proved.
4. Proved.

5 and 6. As per final Award.

REASONS

12. Heard argument of Advocate Shri Karnalkar for the second party workman and Advocate Shri D. V. Kulkarni for the first party at length. I have carefully-gone through the order of reference received from the Government of India, pleadings of the parties, oral and documentary evidence produced by both the parties, citation cited by the Learned Counsel Shri D. V. Kulkarni, Advocate for the first party and the relevant provisions of law along with the argument advanced by both the Learned Counsel for the respective parties.

13. Issue No. 1 : According to the first party the present reference is not maintainable and the appropriate Government has no authority to refer the dispute for adjudication u/s 10(1)(d) read with Section 12(5) of the Act. As against this, it is the argument of second party that the present reference is maintainable and the Government of India has authority to refer the dispute u/s 10(1)(d) read with Section 2(A) of Section 10 to refer the dispute to this Tribunal. I would like to reproduce the relevant provisions of Section 10(1)(d) and Section 2(A) of Section 10-A of I.D. Act.

Section 10(1)(d)

“Refer the dispute or any matter appearing to be connected with, or relevant to the dispute, whether it relates to any matter specified in the Second Schedule or the Third Schedule to a Tribunal for adjudication.”

Section 2(A)

“An order referring an industrial dispute to a Labour Court, Tribunal or National Tribunal under this section shall specify the period within which such Labour Court, Tribunal or National Tribunal shall submit its award, on such dispute to the appropriate Government: . . .”

After going through the relevant provisions of law i.e. Section 10, I am of the considered opinion that the reference is perfectly maintainable and the appropriate Government i.e. Central Government has power to refer the dispute to this Tribunal for adjudication. Hence I answer Issue No. 1 in affirmative and held that the reference is maintainable under the provisions of I.D. Act.

14. Issue Nos. 2 to 6 : In order to prove her claim, the second party workman has examined herself by filing affidavit in lieu of examination-in-chief at Exh. U-6 and also submitted the counter/additional affidavit at Exh. U-7. The affidavit at Exh. U-7 has been filed by the second party since the first party carried out amendment in the written statement. In her affidavit in lieu of examination-in-chief, the second party workman has repeated the facts stated in the Statement of Claim. She has proved the documents before the Court which are exhibited as Exhs. U-8 to U-12. She has also proved the termination letter dt. 25th June, 2002 filed by the first party exhibited at Exh. C-II. She has further stated that the first party used to deduct her P.F. contribution from the wages when she was working with the first party. She has also produced the chart of deduction of P.F. at Sr. No. 1 of Exh. U-5 which is given Article 'A'. She has further stated that along with her one lady employee Meerabai Tambe was working with the first party at the relevant time and she is still working with the first party. The first party was deducting the P.F. of Meerabai from her salary. She has produced the P.F. deduction chart of Smt. Meerabai which has been given Article 'B'. The order copy of review application filed before the School Tribunal is at Exh. U-13.

15. In cross-examination, she has stated that she did not visit Shishu Vihar i.e. First party No. 3 in the year 1994 to ask whether there was any vacancy at that time. She was asked to join duty on monthly salary of Rs. 1800 p.m. Her duties were from 7 a.m. to 4 p.m. she has no grievance about the rate of salary and timing of work. She has further stated that about 10-12 employees were working in the first party along with her at the relevant time. She has denied the suggestion that the nature of work of all the 10-12 employees was one and the same. She has admitted that Mrs. Tambe was the Principal of Shishu Vihar in the year 1994 i.e. the first party. She has admitted that in the school where second party was working at the relevant time Mrs. Tambe was the Principal who has also terminated her services. Meerabai was also working along with her. The nature of work was to do the work of cleaning of toilets, sweeping including office cleaning including toilets made for the children. She was alone doing the said work and in her absence other employees were doing the same work. She has further stated that about 30-35 students were in one class. She has denied the suggestion that since she was alone doing the same work and thereafter in her absence, it was difficult for school to get the work done from the said employees.

She has denied the suggestion that she used to remain absent without giving any intimation or prior permission of the management and the management has given oral and written warning time to time to her. In volunteer, she has stated that except once she has not received any warning from the first party. She has not received the letter dt. 21st December, 2001 and 23rd November, 2001 with list at Exh. C-10. She has admitted that she has received the warning dt. 7th August, 2001 which is at Exh. C-12. She has admitted that she has not replied Exh. C-12. She has admitted that for the academic year 2002-2003, 24th June, 2002 was the first day of academic year. She has admitted that she was absent from 24th June, 2002. In volunteer she has stated that she was not present on duty on 24th and 25th June, 2002. She has admitted that as per Exh. C-11, her services have been terminated by the first party w.e.f. 25th June, 2002.

16. In addition to this, the second party workman has examined one Rampyari Alias Pyaribai Pardeshi at Exh. U-17. She has deposed that she was working as Army School as Head Aaya from 1974 and resigned from the services in the year 2007. She know the second party workman. The second party workman was working in the Army School as Aaya along with her from the year 1984 till about 17 to 18 years. The second party was cleaning and sweeping the class-room, bath-room of the Army School.

17. In cross-examination, she has admitted that from the beginning till the date of her resignation she has worked only with the Army School. She has denied the suggestion that the second party workman in Shishu Vihar. In volunteers, she has stated that initially the second party was working in Shishu Vihar and after sometimes she has worked with the Army School. She was doing her work in both the places i.e. Shishu Vihar and Army School. She has denied that the second party was the only Aaya working in Shishu Vihar.

18. As against this, the first party has examined one Mrs. Nirmala Tambe, Principal of Army School, Khadki at Exh. C-20. She has deposed that she is working as Principal of Army School, Khadki since 1994. She has full control of Administrative, Academic, financial and welfare of the school. She know the second party workman Sushma Mohan Savade. She was working in the Pre-primary School of Army School, Khadki as Safai Kamgar since September 1992 as per the record of the school. Army School is one of the chain of 126 Army School established by the Army Welfare Education Society (AWES) all over India. Pre-primary School (Shishi Vihar) does not fall under the purview of AWES but it is a informal activity of the regimental unit for the Welfare of Jawans and the officers of the unit. It consists of Lower K.G. and Upper K.G. to prepare them for admission to 1st Std. which is under the purview of Army School. There is a nexus between Army School and Shishu Vihar. Shishu Vihar was set up by Bombay Engineering Group (BEG) to take care

of educational needs of children of army personnel between the age group of 3 to 5 and it was named as Shishu Vihar which was in existence independently in TB-1 area of BEG Complex in the year 1992 and it was moved into premises adjacent to Army School Khadki and Commandant of BEG Lt. General Ashok Sathe. The employees engaged for Shishu Vihar have no nexus or connection with the Army School. The second party workman has rendered her services in Pre-primary Section as Safai Kamgar and her salary was extend and it was not affiliated to CBSE.

19. She has further deposed that the second party was the only Safai Kamgar working in Shishu Vihar. She was irregular in duty, remaining absent frequently and therefore issued with several memos for remaining absent which are at Exh. C-15 and C-16. There was no improvement in her behaviour after issuance of the memos. Shishu Vihar opens on 24th June of each year. For the year 2002 the opening date of the school was 24th June and the second party was absent on 24-6-2002 without any intimation and therefore her services were terminated w.e.f. 25-6-2002 vide termination letter Exh. C-11. The reasons for termination given in Para. 3 of the termination order i.e. habitual to remain absent on duty without leave and without permission and her services were not useful to the school. She has further stated that because of the first day there was heavy rush of new students in the school of three years of age who are crying to go for toilet absence of single Safai Kamgar on that day will lead to unhygienic and unsanitary conditions and parents were complaining about lack of cleanliness and therefore, her services were terminated w.e.f. 25th June, 2002. She has further stated that the first party used to transfer teachers from Shishu Vihar to Army School and in absence of second party the witness was forced to request Army School, Safai Kamgar to go and clean but it was not adequate. She has further stated that in the past the first party never transferred the Aaya and Safai Kamgar from Shishu Vihar to Army School. She has further stated that since 2007 Shishu Vihar is not in existence and it is closed. She has shown the document No. 3 of Exh. C-13. It is the transfer of funds given to Pre-primary which was newly constituted and exhibited at Exh. C-17. She has also proved the documents exhibited as Exh. C-18 and C-19.

20. In cross-examination, she has admitted that Exh. C-19 i.e. Salary sheet of October 1993 bears the name of four employees and all of them were working with the Shishu Vihar K. G. Section. She has admitted that all the employees were working with the Army School. In volunteer she has stated that she was working in K.G. Section. She has admitted that she was controlling day-to-day work of second party workman being Principal and she used to work as per the directions of the witness. She has admitted that the first party used to deduct the P.F. from the salary of the 2nd party. She has admitted that the

second party used to sign the muster-roll. She has admitted that the termination letter is issued by the Principal of Army School i.e. the witness at Exh. C-11. She has admitted that the termination letter is signed by her under the seal of Principal of Army School Khadki. She has admitted that the first party has never conducted any departmental enquiry against the second party for her unauthorized absence period. She has further admitted that the second party was not issued with the charge-sheet before terminating her services from 25th June, 2002. She has denied the suggestion that without giving an opportunity of being heard, the first party has illegally terminated the services of the second party from 25-6-2002 and termination of services is unjustified. She has denied the suggestion that all the employees were absorbed in Army School. She has admitted 2 Aayas 4 teachers were working and they were given the appointment letter signed by the Army School. She has admitted that second party has paid her salary by Army School. She has denied the suggestion that the first party has terminated the services of second party w.e.f. 25-6-2002 without following due process of law.

21. After going through the oral and documentary evidence produced by the parties, it can be seen that the witness for the first party has admitted that the salary of the second party was paid by the Army School. Termination letter dt. 25-6-2002 was issued by the witness for the first party i.e. Principal of Army School, Khadki. The witness of the first party has admitted in her evidence that the second party workman was working in Pre-primary School Section of Army School, Khadki as Safai Kamgar since September 1992. She has admitted that there is a nexus between Army School and Shishu Vihar. She has admitted that all the four employees in Exh. C-19 were working with the Shishu Vihar, K.G. Section and were working with the Army School. She has admitted that she was controlling day to day work of being Principal and the second party was working as per the direction of the first party. She has admitted that the first party used to deduct the P.F. from the salary of the second party. She has admitted that the termination letter was issued i.e. Exh. C-11 by the Principal of Army School. The second party workman has produced the identity card on record issued by the Principal of Army School Mrs. Tambe to the second party workman. The total effect of this material is to establish the employer-employee/master-servant relationship between the first party and the second party workman. The second party workman has proved that she was the employee/workman of the Army School and there was a master-servant/employer-employee relationship between the first party and second party workman. Hence I answer Issue Nos. 2 and 3 in affirmative.

22. The second party workman has proved that she was an employee of the first party Army School working as Safaiwali/Aaya. There is no dispute that the services of

the second party workman were terminated by the first party w.e.f. 25th June, 2002 by issuing the termination letter which is exhibited as Exh. C-11. According to the first party the 24th June, 2002 was the opening day for the academic for the year 2002-2003. Students were in between the age group of 3 to 5 years were required the assistance of Safaiwali to reach them for toilet purpose and due to the absence of second party on the very opening day, the position became difficult to handle the situation at that time and therefore the services of the second party workman were terminated by the first party, by considering her past service record i.e. memos issued to her in the past. As against this, according to the second party workman except once she was not issued with any memo by first party nor show cause notice was issued to her for remaining absent in the year 2002. No charge-sheet was issued to her, nor any enquiry was conducted before terminating her services w.e.f. 25th June, 2002. Her services were terminated without following due process of law and without being giving an opportunity of being heard to defend her or to submit her case. I have carefully gone through the termination letter at Exh. C-11. In the termination letter, it has been mentioned that in spite of repeated warnings, the second party again remained absent on 24th June, 2002 without any information or intimation and hence her services were terminated from 25 June, 2002. There is no dispute that her services were terminated without issuing charge-sheet or conducting domestic enquiry. It is also proved that her services were terminated without following the provisions of Section 25F of the I.D. Act. She was not given opportunity of being heard before terminating her services. Except the memo dt. 21st December, 2001 there is no adverse past service record of the second party workman produced by the first party. Hence I am of the considered opinion that the termination of the services of the second party workman w.e.f. 25-6-2002 at the hands of first party is illegal and unjustified and therefore, deserves to be quashed and set aside. Hence I quash and set aside the termination letter. The second party workman has proved that the termination of her services w.e.f. 25-6-2002 vide Exh. C-11 is illegal and unjustified, hence I answer Issue No. 4 in affirmative.

23. When the Court comes to a conclusion that the termination of the services of the second party dt. 25th June, 2002 is illegal and unjustified then the normal relief is reinstatement with continuity of service. In this case, according to the first party the Pre-primary Section i.e. Shishu Vihar has been closed permanently w.e.f. October 2007 as per the documents produced with list at Exh. C-13. The document at Exh. C-17 is the transfer of fund issued by the Principal of Army School, Khadki under the heading and title Delinking of Pre-primary Section of Army School, Khadki to transfer the funds into the account of the newly constituted Bombay Sappers Ankur Pre-primary School. At the most one can come to the conclusion from Exh. C-17 that by closing the Pre-primary Section of Army School,

the first party has newly constituted Bombay Sappers Ankur, Pre-primary School. There is no mention in the said communication that the services of existing employees of Pre-primary section were also terminated on account of closure of the pre-primary section of Army School. On the contrary, it is established by the documents at Exh. C-17 that the first party has constituted Bombay Sappers Ankur, Pre-primary School in place of Pre-primary section of Army School. Hence the evidence of the witness for the first party cannot be accepted that the Pre-primary School/Shishu Vihar has been closed permanently from October 2007. Since the first party has constituted new Pre-primary School by name Bombay Sappers Ankur, Pre-primary School. The second party workman is entitled for reinstatement with continuity of service with the first party in newly constituted Bombay Sappers Ankur Pre-primary School. In respect of back wages, the second party workman in Para. 10 of her affidavit has stated that due to termination of her services, her family members and herself are put to severe hardship, starvation, mental agony and has been thrust into economic death for no fault and therefore she is entitled for full back wages. There is no adverse material on record to show that the second party workman was in the gainful employment. The services of the second party were terminated w.e.f. 25th June, 2002. Thereafter she approached School Tribunal and lastly to the Central Government to refer this dispute and the Central Government has referred the dispute to this Tribunal in the year 2008 and therefore granting full back wages would be prejudiced to the interest of first party. Therefore I am of the considered opinion that the second party workman is entitled for reinstatement in service with the first party with continuity of service with 25% back wages from the date of termination. The first party is hereby directed to reinstate the second party workman in service with continuity and 25% back wages within 30 days from the date of receipt of this award. Hence I answer Issue Nos. 5 and 6 accordingly and proceed to pass/make the following award.

AWARD

1. Reference is hereby answered in partly affirmative.
2. It is hereby declared that the termination of the services of the second party workman by first party w.e.f. 25th June, 2002 is illegal and unjustified. Termination order dt. 25-6-2002 is hereby quashed and set aside.
3. The first party Nos. 1 to 3 are hereby directed to reinstate the second party workman in service with continuity with 25% back wages from the date of her termination of her service i.e. 25-6-2002, within 30 days from the date of receipt of this award.

4. Parties to bear their own costs.

Pune K. W. THAKARE, Industrial Tribunal
Date : 24-12-2010

नई दिल्ली, 23 मार्च, 2011

का. आ. 1060.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मिलिट्री यंग स्टॉक फार्म के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पुणे के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-3-2011 को प्राप्त हुआ था।

[सं. एल-14012/54/2002-आई आर (डी यू)]
जोहन तोपनो, अवर सचिव

New Delhi, the 23rd March, 2011

S.O. 1060.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Pune, as shown in the Annexure in the industrial dispute between the employers in relation to the management of Military Young Stock Farm and their workman, which was received by the Central Government on 23-3-2011.

[No. L-14012/54/2002-IR(DU)]
JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE SHRI K. W. THAKARE, INDUSTRIAL
TRIBUNAL, PUNE

Reference (IT) No. 39 of 2002

BETWEEN:

The Officer Incharge
Military Young Stock Farm
Manjri, Pune-412 307 ... First Party

And

Shri Shridhar Ovhal
C/o Mahadeo Namdeo Sakat
Gawli Vasti, Char Wada
Manjri, Hadapsar
Pune-412307 ... Second Party

IN THE MATTER OF:

Demands mentioned in the Schedule to the order of
Reference

APPEARANCES:

Shri Patil, Advocate for First Party. Mrs. S. N. Gaikwad,
Advocate for Second Party.

AWARD

(Dated the 27th October, 2010)

The Government of India, Ministry of Labour/Shram Mantralaya i.e. Under Secretary, New Delhi, by order dt. 18th December, 2002 bearing No. L-14012/54/2002-IR (DU) has referred this reference/dispute to this Tribunal for adjudication with following Schedule to the Order of Reference which is as under :

SCHEDULE

"Whether the action of the management Military Young Stock Farm, Majiri in closing down the Military Young Stock Farm w.e.f. 31-12-2001 without following the procedure laid down under Sec. 25 (O) of the Industrial Disputes Act, 1947 and also terminating the services Sh. Shridhar Vitthal Ovhal, w.e.f. 31-12-2001 and denying him adequate compensation under the provisions of legal and justified ? If not to what relief the concerned employee is entitled ?"

2. After receipt of the reference notices were served to the parties.

3. The second party workman has filed his statement of claim at Exh. U-7. In short, it is the case of the second party workman that the first party—Military Young Stock Farm, Manjari is engaged in breeding of livestock and producing milk and dairy products and is also engaged in cultivating fodder agriculture products and is an organised activity for the regular employment engaging more than 60 employees working in the organization. All the Labour Laws are applicable to the first party organization and hence it is an 'industry' within the meaning of Section 2(j) of the Industrial Disputes Act and the second party is a 'workman' within the meaning of Section 2(s) of the Industrial Disputes Act.

4. It is further submitted by the second party workman that he was working with the first party from 1994 as a Labour on last drawn wages of Rs. 3646 p.m. he was doing the work of farming, milking of animals, grazing of animals, etc. Since 1988 he was in continuous employment of the first party till the date of termination of his service w.e.f. 8-12-2001. He had worked more than 7 years with the respondent and completed more than 240 days continuously in the respondent. He was not issued with the letter of permanency till the date of his termination.

5. According to the second party workman his services were terminated on and from 8th December, 2001 by issuing retrenchment order dated 8th December, 2001 without giving any reason. One month notice pay was not given at the time of retrenchment. The first party gave a cheque of Rs. 8712 which the second party has accepted under protest. The second party was entitled to receive retrenchment compensation for 7 years of services. The

first party has also not paid the amount of gratuity, leave encashment and bonus to the second party workman at the time of retrenchment and also did not mention the reason of retrenchment. By letter dated 21-10-2002 the first party has given the reason that they have closed the first party Farm at Manjari. While effecting the retrenchment the first party has failed to comply with the mandatory provisions of Section 25-F of I.D. Act. Before the Conciliation Officer, the first party has stated that they have closed the Farm w.e.f. 31-12-2001. According to the second party the said closure is illegal since 60 days notice was not given before the date of closure. After closing the Farm the first party has shifted all the staff, animals, stores, plant and machinery to other Farms along with the other workmen. Finally it is submitted that the retrenchment/termination of the services is illegal and unjustified and therefore, the first party Farm shall be directed to reinstate the second party workman with continuity of service and payment of full back wages.

6. The claim of the second party is opposed and contested by the respondent by filing written statement at Exh. C-3. It is contended that the first part Farm is not fall under the definition of industry u/s. 2(j) of I.D. Act. The first party never produce anything neither they are not having any commercial business for making profit. The Farm is specifically established for the purpose of agricultural unit with the activities of young stock as a feeder unit to their farm. The provisions of Industrial Disputes Act are not applicable to the first party. The first party never produce commercial agricultural, dairy products. It is denied that there were more than 60 employees engaged at the relevant time. The second party workman cannot be termed as 'workman' within the meaning of Section 2(s) of I.D. Act and therefore, reference is liable to be answered in negative.

7. The first party has denied that the second party was working with the first party since 1988 as a Labour and was getting salary about Rs. 3646 p.m. It is denied that the second party was in continuous employment of the first party till the date of retrenchment dated 8 December, 2001. It is denied that the second workman was completed more than 240 days continuous service in each calendar year. It is further contended that the provisions of Section 25-F of I.D. Act are not applicable to the first party. It is contended that the second party workman was joined in the year 1997 as a casual labour (daily wages) and he was paid on daily wage basis excluding holidays and leave. He was never paid for holidays and leave and he never completed 240 days in a calendar year. He was never engaged as permanent employee and hence there is no question of termination/retrenchment of his services. Finally it is submitted to answer the reference in negative.

8. Upon hearing the parties, the following issues arises for my determination at Exh. O-6 :

- (1) Whether second party is a 'workman' within Section 2(s) of I.D. Act ?
- (2) Whether First Party is an 'industry' within Section 2(j) of I.D. Act ?
- (3) Does the Second Party prove that, the First Party has illegally terminated his services w.e.f. 31-12-2001 without following the due procedure of law ?
- (4) Whether the closure of undertaking by First party is legal and proper ?
What is its effect ?
- (5) Whether Second Party is entitled to get reinstatement with continuity of service and back wages ?
- (6) What order/award ?

9. My answer to the above issues with reasons are as under :

- (1) Proved
- (2) Proved
- (3) Not proved
- (4) Not proved
- (5), (6) As per final award

REASONS

10. Issue Nos. 1 & 2 : Heard argument of Advocate Smt. Gaikwad for the second party workman and Advocate Shri Patil for the first party. I have carefully gone through the order of reference, statement of claim, written statement, oral and documentary evidence produced before this Court, provisions of Section 2(j), 2(s), 25-F and 25-O of I.D. Act. This Court has received the reference with following Schedule/Order :

"Whether the action of the management Military Young Stock Farm, Majiri in closing down the Military Young Stock Farm w.e.f. 31-12-2001 without following the procedure laid down under Section 25(o) of the Industrial Disputes Act, 1947 and also terminating the services of Shri Shridhar Vitthal Ovhal, w.e.f. 31-12-2001 and denying him adequate compensation under the provisions is legal and justified ? If not to what relief the concerned employee is entitled to ?"

11. I would like to re-produce the provisions of Section 25-O of I.D. Act which re-produce as under :

Section 25-O deals with the procedure of closing down an undertaking and covered by Chapter VB of I.D. Act, 1947 i.e. special provision relating to lay off,

retrenchment and closure in certain establishment. As per Section 25-K, the provisions of Chapter V-B shall apply to an industrial establishment in which not less than 100 workmen were employed on an average per working day for the preceding 12 months.

In this case in the statement of claim, the second party workman has pleaded that there were more than 60 employees working in the organization. In the evidence, the second party workman filed his claim affidavit at Exh. UW-1 and rebutted the facts stated in the statement of claim. He has stated that 65-70 workers were working in the farm at the relevant time. He has admitted that he received a cheque of Rs. 8712. He has stated that he has completed 7 years service and his services were terminated without following procedure of 25-F of I.D. Act. It appears from the pay certificate issued to him that his salary is Rs. 3693 for the month of November 2001. As against this, the first party Farm has examined one Shri Pradeep Kumar Bahuguna, Officer In-charge at Exh. CW-1. He has also repeated the facts stated in written statement. In cross-examination, he has stated that both Manjari and Kirkee Farm has closed since long. The workmen involved in the reference were working as casual labourers in the Military Farm at Manjari till the date of their termination. He has admitted that Lawande, Oval, Gawade and Gaysingh were working with the first party since 1987 and Mr. Manohar Sakat was working since November 1981 and Mahadeo Sakat was working since 1987. The first party has produced all the wage books and muster-rolls before the Court for the period 1987 to 2002. Manjari Farm was closed from 31-12-2001 and at that time 32 permanent employees and 12 casual employees were working on the Farm. At the time of their termination workers were drawing wages of Rs. 3493 p.m., out of that Rs. 2550 was their basic. He has denied the suggestion that the retrenchment compensation which was paid to the employees was not in accordance with the law. He has denied that the provisions of Section 25-F of I.D. Act were not followed at the time of termination of services of the workmen. It appears from the employment/character certificate issued by the first party to the second party that the second party workman was working on daily wages w.e.f. 19-11-1993 to 30th November, 2001. It appears from the documents produced by the first party that the first party has paid Rs. 8712 towards the closure compensation-cum-legal dues to the second party workman for the period 19-11-1994 to 8th December, 2001. It appears that the calculations of Rs. 8712 has been calculated by considering the one month salary of the workman @ Rs. 2550 whereas as per certificate issued by the first party itself to the second party i.e. from the pay-slip of November 2001 that the last drawn wages of the second party workman was Rs. 2550, basic + Rs. 1148 D.A. = Rs. 3698 p.m. It appears from the settlement produced by the first party that they have paid the wages to the workers on payment slip and calculated the wages @

Rs. 2550 but considering 15 days salary for each completed years of 240 days. The second party workman has proved that he is a workman within the meaning of Section 2(s) of I.D. Act and first party is an industry within the meaning of Section 2(j) of I.D. Act and hence I answer Issue Nos. 1 and 2 in affirmative.

12. Issue Nos. 3 to 6 : The first party has proved that the Manjari Farm has been closed permanently w.e.f. 31st December, 2004 and therefore, due to the closure of undertaking, termination of the services of the workman are legal and justified. The Compliance of Section 25-F before effecting termination is mandatory retrenchment of the services of the workers but not in the case of close down the undertaking permanently but the workers are entitled to receive closure compensation/legal dues as per the provisions of Section 25-F of I.D. Act since the first party had engaged less than 100 workers at the time of closure of the Manjari Farm. The first party Farm has calculated the legal dues by considering the wages of second party workman @ Rs. 2550 and not at the rate of actual rate the second party workman was getting i.e. @ Rs. 3493. The worker is entitled to receive legal dues by calculating his legal dues @ Rs. 3698 p.m. for 7 years completed services and hence the first party is hereby directed to calculate the legal dues of second party workman by considering the salary @ Rs. 3698 and to pay the same to the second party workman within the date of publication of award. The first party is at liberty to deduct the amount already paid to the second party workman paid at the time of closure of the Farm. However, the reference as drafted in the Schedule is not maintainable before this Tribunal since the provisions of Section 25-O i.e. Chapter VB are not applicable to the first party Farm since it had engaged less than 100 workers at the time of retrenchment. Hence I answer Issue Nos. 3 to 6 accordingly and proceed to pass the following award :

AWARD

1. Reference is partly answered in affirmative.
2. The first party company is hereby directed to calculate the legal dues of second party workman by considering the salary @ Rs. 3698 p.m. and to pay the same to the second party workman within the date of publication of award. The first party is at liberty to deduct the amount already paid to the second party workman at the time of closure of Farm.
3. Parties to bear their own costs.

Pune :

Date : 27-10-2010 K.W. THAKAR, Industrial Tribunal

नई दिल्ली, 23 मार्च, 2011

का. आ. 1061.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मिलिट्री यंग स्टॉक फार्म के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पुणे के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-3-2011 को प्राप्त हुआ था।

[सं. एल-14012/55/2002-आई आर(डी यू)]
जोहन तोपनो, अवर सचिव

New Delhi, the 23rd March, 2011

S.O. 1061.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Pune now as shown in the Annexure in the industrial dispute between the employers in relation to the management of Military Young Stock Farm and their workman, which was received by the Central Government on 23-3-2011.

[No. L-14012/55/2002-IR(DU)]
JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE SHRI K.W. THAKARE, INDUSTRIAL
TRIBUNAL, PUNE**

Reference (IT) No. 40 of 2002

BETWEEN :

The Officer Incharge,
Military Young Stock Farm,
Manjri, Pune-412 307

.... First Party

AND

Shri Manohar Namdeo Sakat,
Gawli Vasti, Char Wada,
Manjri, Hadapsar,
Pune-412 307

... Second Party

IN THE MATTER OF :

Demands mentioned in the Schedule to the order of
Reference

APPEARANCES :

Shri Patil, Advocate for First Party

Mrs. S.N. Gaikwad, Advocate for Second Party

AWARD

(Dated : 27-10-2011)

The Government of India, Ministry of Labour/Shram
Mantralaya i.e. Under Secretary, New Delhi, by order dt.
18th December, 2002 bearing No. L-14012/55/2002-IR(DU)

has referred this reference/dispute to this Tribunal for adjudication with following Schedule to the Order of reference which is as under :

SCHEDULE

“Whether the action of the management Military Young Stock Farm, Majri in closing down the Military Young Stock Farm w.e.f. 31-12-2001 without following the procedure laid down under Sec. 25(O) of the Industrial Disputes Act, 1947 and also terminating the services Sh. Manohar Namdeo Sakat, w.e.f. 31-12-2001 and denying him adequate compensation under the provisions of legal and justified ? If not to what relief the concerned employee is entitled ?”

2. After receipt of the reference notices were served to the parties.

3. The second party workman has filed his statement of claim at Exh. U-7. In short, it is the case of the second party workman that the first party-Military Young Stock Farm, Manjari is engaged in breeding of livestock and producing milk and dairy products and is also engaged in cultivating fodder agriculture products and is an organised activity for the regular employment engaging more than 60 employees working in the organization. All the Labour Laws are applicable to the first party organization and hence it is an ‘industry’ within the meaning of Section 2(j) of the Industrial Disputes Act and the second party is a ‘workman’ within the meaning of Section 2(s) of the Industrial Disputes Act.

4. It is further submitted by the second party workman that he was working with the first party from 1986 as a Labour on last drawn wages of Rs. 3840/- p.m. He was doing the work of farming, milking of animals, grazing of animals, etc. Since 1988 he was in continuous employment of the first party till the date of termination of service w.e.f. 8-12-2001. He had worked more than 7 years with the respondent and completed more than 240 days continuously in the respondent. He was not issued with the letter of permanency till the date of his termination.

5. According to the second party workman his services were terminated on and from 8th December, 2011 by issuing retrenchment order dt. 8th December 2001, without giving any reason. One month notice pay was not given at the time of retrenchment. The first party gave a cheque of Rs. 11970/- which the second party has accepted under protest. The second party was entitled to receive retrenchment compensation for 7 years of services. The first party has also not paid the amount of gratuity, leave encashment and bonus to the second party workman at the time of retrenchment and also did not mention the reason of retrenchment. By letter dt. 21-10-2002 the first party has given the reason that they have closed the first party Farm at Manjari. While effecting

the retrenchment the first party has failed to comply with the mandatory provisions of Section 25-F of I.D. Act. Before the Conciliation Officer, the first party has stated that they have closed the Farm w.e.f. 31-12-2001. According to the second party the said closure is illegal since 60 days notice was not given before the date of closure. After closing the Farm the first party has shifted all the staff, animals, stores, plant & machinery to other Farms along with the other workman. Finally it is submitted that the retrenchment/termination of the services is illegal and unjustified and therefore, the first party Farm shall be directed to reinstate the second party workman with continuity of service and payment of full back wages.

6. The claim of the second party is opposed and contested by the respondent by filing written statement at Exh. C-3. It is contended that the first party Farm is not fall under the definition of industry u/s. 2(j) of I.D. Act. The first party never produce anything neither they are not having any commercial business for making profit. The Farm is specifically established for the purpose of agricultural unit with the activities of young stock as a feeder unit to their farm. The provisions of Industrial Disputes Act are not applicable to the first party. The first party never produce commercial agricultural, dairy products. It is denied that there were more than 60 employees engaged at the relevant time. The second party workman cannot be termed as 'workman' within the meaning of Section 2(s) of I.D. Act and therefore reference is liable to be answered in negative.

7. The first party has denied that the second party was working with the first party since 1988 as a Labour and was getting salary about 3840 p.m. It is denied that the second party was in continuous employment of the first party till the date of retrenchment dt. 8th December, 2001. It is denied that the second workman was completed more than 240 days continuous service in each calendar year. It is further contended that the provisions of Section 25-F of I.D. Act are not applicable to the first party. It is contended that the second party workman was joined in the year 1987 as a casual labour (daily wages) and he was paid on daily wage basis excluding holidays and leave. He was never paid for holidays and leave and he never completed 240 days in a calendar year. He was never engaged as permanent employee and hence there is no question of termination/retrenchment of his services. Finally it is submitted to answer the reference in negative.

8. Upon hearing the parties, the following issues arises for my determination at Exh. O-6 :

- (1) Whether second party is a 'workman' within Sec. 2(s) of I.D. Act?
- (2) Whether First Party is an 'industry' within Sec. 2(j) of I.D. Act?

- (3) Does the Second Party prove that, the First Party has illegally terminated his services w.e.f. 31-12-2001 without following the due procedure of law?
- (4) Whether the closure of undertaking by First party is legal and proper? What is its effect?
- (5) Whether Second Party is entitled to get reinstatement with continuity of service and back wages?
- (6) What order/award?

9. My answer to the above issues with reasons are as under :

- (1) Proved.
- (2) Proved.
- (3) Not proved.
- (4) Not proved.
- (5), (6) As per final award.

REASONS

10. Issue Nos. 1 and 2 : Heard argument of Advocate Smt. Gaikward for the second party workman and Advocate Shri Patil for the first party. I have carefully gone through the order of reference, statement of claim, written statement, oral and documentary evidence produced before this Court, Provisions of Section 2(j), 2(s), 25-F and 25-O of I.D. Act. This Court has received the reference with following Schedule/Order :

"Whether the action of the management Military Young Stock Farm, Majiri in closing down the Military Young Stock Farm w.e.f. 31-12-2001 without following the procedure laid down under Sec. 25(o) of the Industrial Disputes Act, 1947 and also terminating the services Sh. Manohar Namdeo Sakat, w.e.f. 31-12-2001 and denying him adequate compensation under the provisions of legal and justified? If not to what relief the concerned employee is entitled to?"

11. I would like to re-produce the provisions of Section 25-O of I.D. Act which re-produce as under :

Section 25-O deals with the procedure of closing down an undertaking and covered by Chapter VB of I.D. Act, 1947 i.e. special provision relating to lay off, retrenchment and closure in certain establishment. As per Section 25-K, the provisions of Chapter V-B shall apply to an industrial establishment in which not less than 100 workmen were employed on an average per working day for the preceding 12 months.

In this case in the statement of claim, the second party workman has pleaded that there were more than 60 employees working in the organization. In the evidence, the second party workman filed his claim affidavit at Exh. UW-1 and rebutted the facts stated in the statement of claim. He has stated that 65-70 workers were working in the farm at the relevant time. He has admitted that he received a cheque of Rs. 8712. He has stated that he has completed 7 years service and his services were terminated without following procedure of 25-F of I.D. Act. It appears from the pay certificate issued to him that his salary is Rs. 3693 for the month of November 2001. As against this, the first party Farm has examined one Shri Pradeep Kumar Bahuguna, Officer-in-charge at Exh. CW-1. He has also repeated the facts stated in written statement. In cross-examination, he has stated that both Manjari and Kirkee Farm has closed since long. The workmen involved in the reference were working as casual labours in the Military Farm at Manjari till the date of their termination. He has admitted that Lawande, Oval, Gawade and Gaysingh were working with the first party since 1987 and Mr. Manohar Sakat was working since November 1981 and Mahdeo Sakat was working since 1987. The first party has produced all the wage books and muster-rolls before the Court for the period 1987 to 2002. Manjari Farm was closed from 31-12-2001 and at that time 32 permanent employees and 12 casual employees were working on the Farm. At the time of their termination workers were drawing wages of Rs. 3493 p.m., out of that Rs. 2660 was their basic. He has denied the suggestion that the retrenchment compensation which was paid to the employees was not in accordance with the law. He has denied that the provisions of Section 25-F of I.D. Act were not followed at the time of termination of services of the workmen. It appears from the employment/character certificate issued by the first party to the second party that the second party workman was working on daily wages w.e.f. 17-09-1992 to 30th November, 2001. It appears from the documents produced by the first party that the first party has paid Rs. 11970 towards the closure compensation-cum-legal dues to the second party workman for the period 17-09-92 to 8 December 2001. It appears that the calculations of Rs. 11970 has been calculated by considering the one month salary of the workman @ Rs. 2660 whereas as per certificate issued by the first party itself to the second party i.e. from the pay-slip of November 2001 that the last drawn wages of the second party workman was Rs. 2660 basic + Rs. 1198 D.A. = Rs. 3858 p.m. It appears from the settlement produced by the first party that they have paid the wages to the workers on payment

slip and calculated the wages @ Rs. 2660 but considering 15 days salary for each completed years of 240 days. The second party workman has proved that he is a workman within the meaning of Second 2(s) of I.D. Act and first party is an industry within the meaning of Section 2(j) of I.D. Act and hence I answer Issue Nos. 1 & 2 in affirmative.

12. ISSUE No. 3 to 6 : The first party has proved that the Manjari Farm has been closed permanently w.e.f. 31st December, 2004 and therefore, due to the closure of undertaking, termination of the services of the workman are legal and justified. The compliance of Section 25-F before effecting termination is mandatory retrenchment of the services of the workers but not in the case of close down the undertaking permanently but the workers are entitled to receive closure compensation/legal dues as per the provisions of Section 25-F of I.D. Act since the first party had engaged less than 100 workers at the time of closure of the Manjari Farm. The first party Farm has calculated the legal dues by considering the wages of second party workman @ Rs. 2660 and not at the rate of actual rate the second party workman was getting i.e. @ Rs. 3493. The worker is entitled to receive legal dues by calculating his legal dues @ Rs. 3858 p.m. for 7 years completed services and hence the first party is hereby directed to calculate the legal dues of second party workman by considering the salary at the rate of Rs. 3698 and to pay the same to the second party workman within the date of publication of award. The first party is at liberty to deduct the amount already paid to the second party workman paid at the time of closure of the Farm. However, the reference as drafted in the Schedule is not maintainable before this Tribunal since the provisions of Section 25-O i.e. Chapter VB are not applicable to the first party Farm since it had engaged less than 100 workers at the time of retrenchment. Hence I answer Issue Nos. 3 to 6 accordingly and proceed to pass the following award.

AWARD

1. Reference is partly answered in affirmative.
2. The first party company is hereby directed to calculate the legal dues of second party workman by considering the salary at the rate of Rs. 3858 and to pay the same to the second party workman within the date of publication of award. The first party is at liberty to deduct the amount already paid to the second party workman at the time of closure of Farm.
3. Parties to bear their own costs.

Pune : K. W. THAKARE, Industrial Tribunal
Date : 27-10-2010

नई दिल्ली, 23 मार्च, 2011

का. आ. 1062.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मिलिट्री यंग स्टॉक फार्म के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पुणे के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-03-2011 को प्राप्त हुआ था।

[सं. एल-14012/51/2002-आई आर(डी यू)]
जोहन तोपनो, अवर सचिव

New Delhi, the 23rd March, 2011

S.O. 1062.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Pune as shown in the Annexure in the industrial dispute between the employers in relation to the management of Military Young Stock Farm and their workman, which was received by the Central Government on 23-03-2011.

[No. L-14012/51/2002-IR(DU)]
JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE SHRI K. W. THAKARE, INDUSTRIAL
TRIBUNAL, PUNE

Reference (IT) No. 41 of 2002

BETWEEN :

The Officer Incharge,
Military Young Stock Farm,
Manjari, Pune-412 307

... First Party

AND

Shri Shrinath Eknath Lawande
C/o Mahadeo Namdeo Sakat,
Gawli Vasti, Char Wada,
Manjari, Hadapsar,
Pune-412 307

... Second Party

IN THE MATTER OF :

Demands mentioned in the Schedule to the order of
Reference.

APPEARANCES :

Shri Patil, Advocate for First Party

Mrs. S.N. Gaikwad, Advocate for Second Party

AWARD

(Dated : 27-10-2011)

The Government of India, Ministry of Labour/Shram
Mantralaya i.e. Under Secretary, New Delhi, by order

dt. 18 December, 2002 bearing No. L-14012/51/2002-IR(DU) has referred this reference/dispute to this Tribunal for adjudication with following Schedule to the Order of Reference which is as under :

SCHEDULE

"Whether the action of the management Military Young Stock Farm, Manjari in closing down the Military Young Stock Farm w.e.f. 31-12-2001 without following the procedure laid down under Sec. 25(o) of the Industrial Disputes Act, 1947 and also terminating the services Sh. Shrinath Eknath Lawande, w.e.f. 31-12-2001 and denying him adequate compensation under the provisions of legal and justified ? If not to what relief the concerned employee is entitled ?"

2. After receipt of the reference notices were served to the parties.

3. The second party workman has filed his statement of claim at Exh. U-7. In short, it is the case of the second party workman that the first party-Military Young Stock Farm, Manjari is engaged in breeding of livestock and producing milk and dairy products and is also engaged in cultivating fodder agriculture products and is an organised activity for the regular employment engaging more than 60 employees working in the organization. All the Labour Laws are applicable to the first party organization and hence it is an 'industry' within the meaning of Section 2(j) of the Industrial Disputes Act and the second party is a 'workman' within the meaning of Section 2(s) of the Industrial Disputes Act.

4. It is further submitted by the second party workman that he was working with the first party from 1993 as a Labour on last drawn wages of Rs. 3646 p.m. He was doing the work of farming, milking of animals, grazing of animals, etc. Since 1988 he was in continuous employment of the first party till the date of termination of service w.e.f. 8-12-2001. He had worked more than 7 years with the respondent and completed more than 240 days continuously in the respondent. He was not issued with the letter of permanency till the date of his termination.

5. According to the second party workman his services were terminated on and from 8th December, 2011 by issuing retrenchment order dt. 8th December, 2001 without giving any reason. One month notice pay was not given at the time of retrenchment. The first party gave a cheque of Rs. 8712/- which the second party has accepted under protest. The second party was entitled to receive retrenchment compensation for 7 years of services. The first party has also not paid the amount of gratuity, leave encashment and bonus to the second party workman at the time of retrenchment and also did not mention the reason of retrenchment. By letter dt. 21-10-2002 the first party has given the reason that they

have closed the first party Farm at Manjari. While effecting the retrenchment the first party has failed to comply with the mandatory provisions of Section 25-F of I.D. Act. Before the Conciliation Officer, the first party has stated that they have closed the Farm w.e.f. 31-12-2001. According to the second party the said closure is illegal since 60 days notice was not given before the date of closure. After closing the Farm the first party has shifted all the staff, animals, stores, plant & machinery to other Farms along with the other workmen. Finally it is submitted that the retrenchment/termination of the services is illegal and unjustified and therefore, the first party Farm shall be directed to reinstate the second party workman with continuity of service and payment of full back wages.

6. The claim of the second party is opposed and contested by the respondent by filing written statement at Exh. C-3. It is contended that the first party Farm is not fall under the definition of industry U/s. 2(j) of I.D. Act. The first party never produce anything neither they are not having any commercial business for making profit. The Farm is specifically established for the purpose of agricultural unit with the activities of young stock as a feeder unit to their farm. The provisions of Industrial Disputes Act are not applicable to the first party. The first party never produce commercial agricultural, dairy products. It is denied that there were more than 60 employees engaged at the relevant time. The second party workman cannot be termed as 'workman' within the meaning of Section 2(s) of I.D. Act and therefore reference is liable to be answered in negative.

7. The first party has denied that the second party was working with the first party since 1988 as a Labour and was getting salary about 3646/-p.m. It is denied that the second party was in continuous employment of the first party till the date of retrenchment dt. 8th December, 2001. It is denied that the second workman was completed more than 240 days continuous service in each calendar year. It is further contended that the provisions of Section 25-F of I.D. Act are not applicable to the first party. It is contended that the second party workman was joined in the year 1997 as a casual labour (daily wages) and he was paid on daily wage basis excluding holidays and leave. He was never paid for holidays and leave and he never completed 240 days in a calendar year. He was never engaged as permanent employee and hence there is no question of termination/retrenchment of his services. Finally it is submitted to answer the reference is negative.

8. Upon hearing the parties, the following issues arises for my determination at Exh. O-6:

1. Whether second party is a 'workman' within Sec. 2(s) of I.D. Act?
2. Whether First Party is an 'industry' within Sec. 2(j) of I.D. Act?

3. Does the Second Party prove that, the First Party has illegally terminated his services w.e.f. 31-12-2001 without following the due procedure of law?

4. Whether the closure of undertaking by First party is legal and proper? What is its effect?

5. Whether Second Party is entitled to get reinstatement with continuity of service and back wages?

6. What order/award?

9. My answer to the above issues with reasons are as under:

1. Proved.

2. Proved.

3. Not proved.

4. Not proved.

(5), (6) As per final award.

REASONS

10. Issue Nos. 1 & 2: Heard argument of Advocate Smt. Gaikward for the second party workman and Advocate Shri Patil for the first party. I have carefully gone through the order of reference, statement of claim, written statement, oral and documentary evidence, produced before this Court, Provisions of Sections 2(j), 2(s), 25-F and 25-O of I.D. Act. This Court has received the reference with following Schedule/Order:

"Whether the action of the management Military Young Stock Farm, Manjari in closing down the Military Young Stock Farm w.e.f. 31-12-2001 without following the procedure laid down under Sec. 25(o) of the Industrial Disputes Act, 1947 and also terminating the services of Sh. Shrinath Eknath Lawande, w.e.f. 31-12-2001 and denying him adequate compensation under the provisions of legal and justified? If not to what relief the concerned employee is entitled?"

11. I would like to re-produce the provisions of Section 25-O of I.D. Act which re-produce as under:

Section 25-O deals with the procedure of closing down an undertaking and covered by Chapter V-B of I.D. Act, 1947 i.e. special provision relating to lay off, retrenchment and closure in certain establishment. As per Section 25-K, the provisions of Chapter V-B shall apply to an industrial establishment in which not less than 100 workmen were employed on an average per working for the preceding 12 months.

In this case in the statement of claim, the second party workman has pleaded that there were more than 60 employees working in the organization. In the evidence, the second party workman filed his claim affidavit at Exh. UW-1 and rebutted the facts stated in the statement of claim. He has stated that 65-70 workers were working in the farm at the relevant time. He has admitted that he received a cheque of Rs. 8712/-. He has stated that he has completed 7 years service and his services were terminated without following procedure of Sec. 25-F of I.D. Act. It appears from the pay certificate issued to him that his salary is Rs. 3693/- for the month of November 2001. As against this, the first party Farm has examined one Shri Pradeep Kumar Bahuguna, Officer-in-charge at Exh. CW-1. He has also repeated the facts stated in written statement. In cross-examination, he has stated that both Manjari and Kirkee Farm has closed since long. The workmen involved in the reference were working as casual labours in the Military Farm at Manjari till the date of their termination. He has admitted that Lawande, Oval, Gawade and Gaysingh were working with the first party since 1987 and Mr. Manohar Sakat was working since November 1981 and Mahadeo Sakat was working since 1987. The first party has produced all the wage books and muster-rolls before the Court for the period 1987 to 2002. Manjari Farm was closed from 31-12-2001 and at that time 32 permanent employees and 12 casual employees were working on the Farm. At the time of their termination workers were drawing wages of Rs. 3493/- p.m., out of that Rs. 2550/- was their basic. He has denied the suggestion that the retrenchment compensation which was paid to the employees was not in accordance with the law. He has denied that the provisions of Section 25-F of I.D. Act were not followed at the time of termination of services of the workmen. It appears from the employment/character certificate issued by the first party to the second party that the second party workman was working on daily wages w.e.f. 10-3-1993 to 30th November, 2001. It appears from the documents produced by the first party that the first party has paid Rs. 8712/- towards the closure compensation-cum-legal dues to the second party workman for the period 10-03-93 to 8th December, 2001. It appears that the calculations of Rs. 8712/- has been calculated by considering the one month salary of the workman @ Rs. 2550/- whereas as per certificate issued by the first party itself to the second party i.e. from the pay-slip of November, 2001 that the last drawn wages of the second party workman was Rs. 2550/- basic + Rs. 1148/- D.A. = Rs. 3698/- p.m. It appears from the settlement produced by the first party that they have paid the wages to the workers on payment slip

and calculated the wages @ Rs. 2650/- but considering 15 days salary for each completed years of 240 days. The second party workman has proved that he is a workman within the meaning of Section 2(s) of I.D. Act and first party is an industry within the meaning of Section 2(j) of I.D. Act and hence I answer issue Nos. 1 & 2 in affirmative.

12. Issue Nos. 3 to 6 : The first party has proved that the Manjari Farm has been closed permanently w.e.f. 31st December, 2004 and therefore, due to the closure of undertaking, termination of the services of the workman are legal and justified. The compliance of Section 25-F before effecting termination is mandatory retrenchment of services of the workers but not in the case of close down the undertaking permanently but the workers are entitled to receive closure compensation/legal dues as per the provisions of Section 25-F of I.D. Act since the first party had engaged less than 100 workers at the time of closure of the Manjari Farm. The first party Farm has calculated the legal dues by considering the wages of second party workman @ Rs. 2550/- and not at the rate of actual rate the second party workman was getting i.e. @ Rs. 3493/- The worker is entitled to receive legal dues by calculating his legal dues @ Rs. 3698/- p.m. for 7 years completed services and hence the first party is hereby directed to calculate the legal dues of second party workman by considering the salary at the rate of Rs. 3698/- and to pay the same to the second party workman within the date of publication of award. The first party is at liberty to deduct the amount already paid to the second party workman paid at the time of closure of the Farm. However, the reference as drafted in the Schedule is not maintainable before this Tribunal since the provisions of Section 25-O i.e. Chapter VB are not applicable to the first party Farm since it had engaged less than 100 workers at the time of retrenchment. Hence I answer issue Nos. 3 to 6 accordingly and proceed to pass the following award.

AWARD

1. Reference is partly answered in affirmative.
2. The first party company is hereby directed to calculate the legal dues of second party workman by considering the salary at the rate of Rs. 3698/- and to pay the same to the second party workman within the date of publication of award. The first party is at liberty to deduct the amount already paid to the second party workman at the time of closure of Farm.
3. Parties to bear their own costs.

Pune :

K.W. THAKARE, Industrial Tribunal

Date : 27-10-2010

नई दिल्ली, 23 मार्च, 2011

का. आ. 1063.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मिलिट्री यंग स्टॉक फार्म के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पुणे के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-3-2011 को प्राप्त हुआ था।

[सं. एल-14012/52/2002-आई आर(डी यू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 23rd March, 2011

S.O. 1063.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Pune as shown in the Annexure in the industrial dispute between the employers in relation to the management of Military Young Stock Farm and their workman, which was received by the Central Government on 23-3-2011.

[No. L-14012/52/2002-IR(DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE SHRI K.W. THAKARE, INDUSTRIAL TRIBUNAL, PUNE

Reference (IT) No. 42 of 2002

BETWEEN :

The Officer Incharge,
Military Young Stock Farm,
Manjri, Pune-412 307

... First Party

AND

Shri Parbati Bajirao Gawade
C/o Mahadeo Namdeo Sakat,
Gawli Vasti, Char Wada,
Manjri, Hadapsar,
Pune-412 307

... Second Party

IN THE MATTER OF :

Demands mentioned in the Schedule to the order of Reference.

APPEARANCES :

Shri Patil, Advocate for First Party

Mrs. S.N. Gaikwad, Advocate for Second Party.

AWARD

(Dated : 27-10-2011)

The Government of India, Ministry of Labour/Shram Mantralaya i.e. Under Secretary, New Delhi, by order dt.

18th December, 2002 bearing No. L-14012/52/2002-IR(DU) has referred this reference/dispute to this Tribunal for adjudication with following Schedule to the Order of Reference which is as under :

SCHEDULE

"Whether the action of the management Military Young Stock Farm, Manjari in closing down the Military Young Stock Farm w.e.f. 31-12-2001 without following the procedure laid down under Sec. 25(0) of the Industrial Disputes Act, 1947 and also terminating the services Sh. Parbati Bajirao Gawade, w.e.f. 31-12-2001 and denying him adequate compensation under the provisions is legal and justified ? If not to what relief the concerned employee is entitled to?"

2. After receipt of the reference notices were served to the parties.

3. The second party workman has filed his statement of claim at Exh. U-7. In short, it is the case of the second party workman that the first party-Military Young Stock Farm, Manjari is engaged in breeding of livestock and producing milk and dairy products and is also engaged in cultivating fodder agriculture products and is an organised activity for the regular employment engaging more than 60 employees working in the organization. All the Labour Laws are applicable to the first party organization and hence it is an 'industry' within the meaning of Second 2(j) of the Industrial Disputes Act and the second party is a 'workman' within the meaning of Section 2(s) of the Industrial Disputes Act.

4. It is further submitted by the second party workman that he was working with the first party from 1986 as a Labour on last drawn wages of Rs. 3646 p.m. He was doing the work of farming, milking of animals, grazing of animals, etc. Since 1988 he was in continuous employment of the first party till the date of termination of service w.e.f. 8-12-2001. He had worked more than 7 years with the respondent and completed more than 240 days continuously in the respondent. He was not issued with the letter of permanency till the date of his termination.

5. According to the second party workman his services were terminated on and from 8th December, 2001 by issuing retrenchment order dt. 8th December, 2001 without giving any reason. One month notice pay was not given at the time of retrenchment. The first party gave a cheque of Rs. 8712 which the second party has accepted under protest. The second party was entitled to receive retrenchment compensation for 7 years of services. The first party has also not paid the amount of gratuity, leave encashment and bonus to the second party workman at the time of retrenchment and also did not mention the reason of retrenchment. By letter dt. 21-10-2002 the first party has given the reason that they have closed the first

party Farm at Manjari. While effecting the retrenchment the first party has failed to comply with the mandatory provisions of Section 25-F of I.D. Act. Before the Conciliation Officer, the first party has stated that they have closed the Farm w.e.f. 31-12-2001. According to the second party the said closure is illegal since 60 days notice was not given before the date of closure. After closing the Farm the first party has shifted all the staff, animals, stores, plant & machinery to other Farms along with the other workmen. Finally it is submitted that the retrenchment/termination of the services is illegal and unjustified and therefore, the first party Farm shall be directed to reinstate the second party workman with continuity of service and payment of full back wages.

6. The claim of the second party is opposed and contested by the respondent by filing written statement at Exh. C-3. It is contended that the first party Farm is not fall under the definition of industry u/s. 2(j) of I.D. Act. The first party never produce anything neither they are not having any commercial business for making profit. The Farm is specifically established for the purpose of agricultural unit with the activities of young stock as a feeder unit to their farm. The provisions of Industrial Disputes Act are not applicable to the first party. The first party never produce commercial agricultural, dairy products. It is denied that there were more than 60 employees engaged at the relevant time. The second party workman cannot be termed as 'workman' within the meaning of Section 2(s) of I.D. Act and therefore reference is liable to be answered in negative.

7. The first party has denied that the second party was working with the first party since 1988 as a Labour and was getting salary about Rs. 3646 p.m. It is denied that the second party was in continuous employment of the first party till the date of retrenchment dt., 8th December, 2001. It is denied that the second party workman was completed more than 240 days continuous service in each calendar year. It is further contended that the provisions of Section 25-F of I.D. Act are not applicable to the first party. It is contended that the second party workman was joined in the year 1997 as a casual labour (daily wages) and he was paid on daily wage basis excluding holidays and leave. He was never paid for holidays and leave and he never completed 240 days in a calendar year. He was never engaged as permanent employee and hence there is no question of termination/retrenchment of his services. Finally it is submitted to answer the reference in negative.

8. Upon hearing the parties, the following issues arises for my determination at Exh. O-6 :

- (1) Whether second party is a 'workman' within Sec. 2(s) of I.D. Act ?
- (2) Whether First Party is an 'industry' within Sec. 2(j) of I.D. Act ?

- (3) Does the Second Party prove that, the First Party has illegally terminated his services w.e.f. 31-12-2001 without following the due procedure of law ?
- (4) Whether the closure of undertaking by First party is legal and proper ? What is its effect ?
- (5) Whether Second Party is entitled to get reinstatement with continuity of service and back wages ?
- (6) What order/award ?

9. My answer to the above issues with reasons are as under :

- (1) Proved.
- (2) Proved.
- (3) Not proved.
- (4) Not proved.
- (5), (6) As per final award.

REASONS

10. Issue Nos. 1 and 2 : Heard argument of Advocate Smt. Gaikwad for the second party workman and Advocate Shri Patil for the first party. I have carefully gone through the order of reference, statement of claim, written statement, oral and documentary evidence produced before this Court, Provisions of Section 2(j), 2(s), 25-F and 25-O of I.D. Act. This Court has received the reference with following Schedule/Order :

"Whether the action of the management Military Young Stock Farm, Manjari in closing down the Military Young Stock Farm w.e.f. 31-12-2001 without following the procedure laid down under Sec. 25(o) of the Industrial Disputes Act, 1947 and also terminating the services of Sh. Parbati Bajirao Gawade, w.e.f. 31-12-2001 and denying him adequate compensation under the provisions is legal and justified ? If not to what relief the concerned employee is entitled to ?"

11. I would like to re-produce the provisions of Section 25-O of I.D. Act which reproduce as under :

Section 25-O deals with the procedure of closing down an undertaking and covered by Chapter VB of I.D. Act, 1947 i.e. special provision relating to lay off, retrenchment and closure in certain establishment. As per Section 25-K, the provisions of Chapter V-B shall apply to an industrial establishment in which not less than 100 workmen were employed on an average per working for the preceding 12 months.

In this case in the statement of claim, the second party workman has pleaded that there were more

than 60 employees working in the organization. In the evidence, the second party workman filed his claim affidavit at Exh. UW-1 and rebutted the facts stated in the statement of claim. He has stated that 65-70 workers were working in the farm at the relevant time. He has admitted that he received a cheque of Rs. 8712. He has stated that he has completed 7 years service and his services were terminated without following procedure of 25-F of I.D. Act. It appears from the pay certificate issued to him that his salary is Rs. 3693 for the month of November 2001. As against this, the first party Farm has examined one Shri Pradeep Kumar Bahuguna, Officer-in-Charge at Exh. CW-1. He has also repeated the facts stated in written statement. In cross-examination, he has stated that both Manjari and Kirkee Farm has closed since long. The workmen involved in the reference were working as casual labours in the Military Farm at Manjari till the date of their termination. He has admitted that Lawande, Oval, Gawade and Gaysingh were working with the first party since 1987 and Mr. Manohar Sakat was working since November 1981 and Mahadeo Sakat was working since 1987. The first party has produced all the wage books and muster-rolls before the Court for the period 1987 to 2002. Manjari Farm was closed from 31-12-2001 and at that time 32 permanent employees and 12 casual employees were working on the Farm. At the time of their termination workers were drawing wages of Rs. 3493 p.m., out of that Rs. 2550 was their basic. He has denied the suggestion that the retrenchment compensation which was paid to the employees was not in accordance with the law. He has denied that the provisions of Section 25-F of I.D. Act were not followed at the time of termination of services of the workmen. It appears from the employment/character certificate issued by the first party to the second party that the second party workman was working on daily wages w.e.f. 1-11-1994 to 30th November, 2001. It appears from the documents produced by the first party that the first party has paid Rs. 8712 towards the closure compensation-cum-legal dues to the second party workman for the period 1-11-1994 to 8th December, 2001. It appears that the calculations of Rs. 8712 has been calculated by considering the one month salary of the workman @ Rs. 2550 whereas as per certificate issued by the first party itself to the second party i.e. from the pay-slip of November, 2001 that the last drawn wages of the second party workman was Rs. 2550/- basic + Rs. 1148/- D.A. = Rs. 3698 p.m. It appears from the settlement produced by the first party that they have paid the wages to the workers on payment slip and calculated the wages @ Rs. 2550 but considering 15 days salary for each

completed years of 240 days. The second party workman has proved that he is a workman within the meaning of Section 2(s) of I.D. Act and first party is an industry within the meaning of Section 2(j) of I.D. Act and hence I answer issue Nos. 1 and 2 in affirmative.

12. Issue Nos. 3 to 6 : The first party has proved that the Manjari Farm has been closed permanently w.e.f. 31st December, 2004 and therefore due to the closure of undertaking, termination of the services of the workmen are illegal and justified. The compliance of Section 25-F before effecting termination is mandatory retrenchment of the services of the workers but not in the case of close down the undertaking permanently but the workers are entitled to receive closure compensation/legal dues as per the provisions of Section 25-F of I.D. Act since the first party had engaged less than 100 workers at the time of closure of the Manjari Farm. The first party Farm has calculated the legal dues by considering the wages of second party workman @ Rs. 2550 and not at the rate of actual rate the second party workman was getting i.e. @ Rs. 3493. The worker is entitled to receive legal dues by calculating his legal dues @ Rs. 3698 p.m. for 7 years completed services and hence the first party is hereby directed to calculate the legal dues of second party workman by considering the salary at the rate of Rs. 3698 and to pay the same to the second party workman within the date of publication of award. The first party is at liberty to deduct the amount already paid to the second party workman paid at the time of closure of the Farm. However, the reference as drafted in the Schedule is not maintainable before this Tribunal since the provisions of Section 25-O i.e. Chapter VB are not applicable to the first party Farm since it had engaged less than 100 workers at the time of retrenchment. Hence I answer issue Nos. 3 to 6 accordingly and proceed to pass the following award :

AWARD

1. Reference is partly answered in affirmative.
2. The first party company is hereby directed to calculate the legal dues of second party workman by considering the salary at the rate of Rs. 3698 p.m. and to pay the same to the second party workman within the date of publication of award. The first party is at liberty to deduct the amount already paid to the second party workman at the at the time of closure of Farm.
3. Parties to bear their own costs.

Pune :

K.W. THAKARE, Industrial Tribunal

Date: 27-10-2010

नई दिल्ली, 23 मार्च, 2011

का. आ. 1064.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मिलिट्री यंग स्टॉक फार्म के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पुणे के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-3-2011 को प्राप्त हुआ था।

[सं. एल-14012/53/2002-आई आर (डी.यू.)]
जोहन तोपनो, अवर सचिव

New Delhi, the 23rd March, 2011

S.O. 1064.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Pune as shown in the Annexure in the industrial dispute between the employers in relation to the management of Military Young Stock Farm and their workman, which was received by the Central Government on 23-3-2011.

[No. L-14012/53/2002-IR (DU)]
JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE SHRI K. W. THAKARE, INDUSTRIAL
TRIBUNAL, PUNE**

Reference (IT) No. 43 of 2002

BETWEEN:

The Officer Incharge,
Military Young Stock Farm,
Manjari, Pune-412 307 ... First Party

AND

Shri Dilip Baburao Raising,
C/o Mahadeo Namdeo Sakat,
Gawli Vasti, Char Wada, Manjari, Hadapsar,
Pune-412 307 ... Second Party

In the matter of:

Demands mentioned in the Schedule to the order of
Reference.

APPEARANCES:

Shri Patil, Advocate for First Party.

Mrs. S. N. Gaikwad, Advocate for Second Party.

AWARD

(Date 27-10-2010)

The Government of India, Ministry of Labour/Shram
Mantralaya i.e. Under Secretary, New Delhi, by order dated
18th December, 2002 bearing No. L-14012/53/2002-IR (DU)

has referred this reference/dispute to this Tribunal for adjudication with following Schedule to the Order of Reference which is as under :

SCHEDULE

“Whether the action of the management Military Young Stock Farm, Majari in closing down the Military Young Stock Farm w.e.f. 31-12-2001 without following the procedure laid down under Section 25(o) of the Industrial Disputes Act, 1947 and also terminating the services Shri Dilip Baburao raising, w.e.f. 31-12-2001 and denying him adequate compensation under the provisions of legal and justified ? If not to what relief the concerned employee is entitled to ?”

2. After receipt of the reference notices were served to the parties.

3. The second party workman has filed his statement of claim at Exh. U-7. In short, it is the case of the second party workman that the first party—Military Young Stock Farm, Manjari is engaged in breeding of livestock and producing milk and dairy products and is also engaged in cultivating fodder agriculture products and is an organised activity for the regular employment engaging more than 60 employees working in the organization. All the Labour Laws are applicable to the first party organization and hence it is an ‘industry’ within the meaning of Section 2(j) of the Industrial Disputes Act and the second party is a ‘workman’ within the meaning of Section 2(s) of the Industrial Disputes Act.

4. It is further submitted by the second party workman that he was working with the first party from 1993 as a Labour on last drawn wages of Rs. 3646 p.m. He was doing the work of farming, milking of animals, grazing of animals, etc. Since 1988 he was in continuous employment of the first party till the date of termination of his service w.e.f. 8-12-2001. He had worked more than 7 years with the respondent and completed more than 240 days continuously in the respondent. He was not issued with the letter of permanency till the date of his termination.

5. According to the second party workman his services were terminated on and from 8 December, 2001 by issuing retrenchment order dated 8th December 2001 without giving any reason. One month notice pay was not given at the time of retrenchment. The first party gave a cheque of Rs. 8712 which the second party has accepted under protest. The second party was entitled to receive retrenchment compensation for 7 years of services. The first party has also not paid the amount of gratuity, leave encashment and bonus to the second party workman at the time of retrenchment and also did not mention the reason of retrenchment. By letter dated 21-10-2002 the first party has given the reason that they have closed the first party Farm at Manjari. While effecting the retrenchment

the first party has failed to comply with the mandatory provisions of Section 25-F of I.D. Act. Before the Conciliation Officer, the first party has stated that they have closed the Farm w.e.f. 31-12-2001. According to the second party the said closure is illegal since 60 days notice was not given before the date of closure. After closing the Farm the first party has shifted all the staff, animals, stores, plant and machinery to other Farms along with the other workmen. Finally it is submitted that the retrenchment/termination of the services is illegal and unjustified and therefore, the first party Farm shall be directed to reinstate the second party workman with continuity of service and payment of full back wages.

6. The claim of the second party is opposed and contested by the respondent by filing written statement at Exh. C-3. It is contended that the first party Farm is not fall under the definition of industry u/s. 2(j) of I.D. Act. The first party never produce anything neither they are not having any commercial business for making profit. The Farm is specifically established for the purpose of agricultural unit with the activities of young stock as a feeder unit to their Farm. The provisions of Industrial Disputes Act are not applicable to the first party. The first party never produce commercial agricultural, dairy products. It is denied that there were more than 60 employees engaged at the relevant time. The second party workman cannot be termed as 'workman' within the meaning of Section 2(s) of I.D. Act and therefore reference is liable to be answered in negative.

7. The first party has denied that the second party was working with the first party since 1988 as a Labour and was getting salary about 3646 p.m. It is denied that the second party was in continuous employment of the first party till the date of retrenchment dated 8th December, 2001. It is denied that the second party workman was completed more than 240 days continuous service in each calendar year. It is further contended that the provisions of Section 25-F of I.D. Act are not applicable to the first party. It is contended that the second party workman was joined in the year 1997 as a casual labour (daily wages) and he was paid on daily wage basis excluding holidays and leave. He was never paid for holidays and leave and he never completed 240 days in a calendar year. He was never engaged as permanent employee and hence there is no question of termination/retrenchment of his services. Finally it is submitted to answer the reference in negative.

8. Upon hearing the parties, the following issues arises for my determination at Exh. O-6 :

- (1) Whether Second party is a 'workman' within Section 2(s) of I.D. Act ?
- (2) Whether First Party is an 'industry' within Section 2(j) of I.D. Act ?
- (3) Does the Second Party prove that, the First Party has illegally terminated his services w.e.f.

31-12-2001 without following the due procedure of law ?

- (4) Whether the closure of undertaking by First party is legal and proper ?

What is its effect ?

- (5) Whether Second Party is entitled to get reinstatement with continuity of service and back wages ?

- (6) What order/award ?

9. My answer to the above issues with reasons are as under :

- (1) Proved.
- (2) Proved.
- (3) Not proved.
- (4) Not proved.
- (5) 6. As per final award.

REASONS

10. Issue Nos. 1 & 2 : Heard argument of Advocate Smt. Gaikwad for the second party workman and Advocate Shri Patil for the first party. I have carefully gone through the order of reference, statement of claim, written statement, oral and documentary evidence produced before this Court, provisions of Section 2(j), 2(s), 25-F and 25-O of I.D. Act. This Court has received the reference with following Schedule/Order :

"Whether the action of the Management Military Young Stock Farm, Manjari in closing down the Military young Stock Farm w.e.f. 31-12-2001 without following the procedure laid down under Section 25(o) of the Industrial Disputes Act, 1947 and also terminating the services Shri Dilip Baburao Raising, w.e.f. 31-12-2001 and denying him adequate compensation under the provisions of legal and justified ? If not to what relief the concerned employee is entitled to ?"

11. I would like to re-produce the provisions of Section 25-O of I.D. Act which re-produce as under :

Section 25-O deals with the procedure of closing down an undertaking and covered by Chapter V.B of I.D. Act, 1947 i.e. special provision relating to lay off, retrenchment and closure in certain establishment. As per Section 25-K, the provisions of Chapter V-B shall apply to an industrial establishment in which not less than 100 workmen were employed on an average per working day for the preceding 12 months.

In this case in the statement of claim, the second party workman has pleaded that there were more than 60 employees working in the organization. In the evidence,

the second party workman filed his claim affidavit at Exh. UW-1 and rebutted the facts stated in the statement of claim. He has stated that 65-70 workers were working in the farm at the relevant time. He has admitted that he received a cheque of Rs. 8712. He has stated that he has completed 7 years service and his services were terminated without following procedure of 25-F of I.D. Act. It appears from the pay certificate issued to him that his salary is Rs. 3693 for the month of November 2001. As against this, the first party Farm has examined one Shri Pradeep Kumar Bahuguna, Officer In-charge at Exh. CW-1. He has also repeated the facts stated in written statement. In cross-examination, he has stated that both Manjari and Kirkee Farm has closed since long. The workmen involved in the reference were working as casual labourers in the Military Farm at Manjari till the date of their termination. He has admitted that Lawande, Oval, Gawade and Gaysingh were working with the first party since 1987 and Mr. Manohar Sakat was working since November 1981 and Mahadeo Sakat was working since 1987. The first party has produced all the wage books and muster-rolls before the Court for the period 1987 to 2002. Manjari Farm was closed from 31-12-2001 and at that time 32 permanent employees and 12 casual employees were working on the Farm. At the time of their termination workers were drawing wages of Rs. 3493 p.m., out of that Rs. 2550 was their basic. He has denied the suggestion that the retrenchment compensation which was paid to the employees was not in accordance with the law. He has denied that the provisions of Section 25-F of I.D. Act were not followed at the time of termination of services of the workmen. It appears from the employment/character certificate issued by the first party to the second party that the second party workman was working on daily wages w.e.f. 1-9-1993 to 30th November, 2001. It appears from the documents produced by the first party that the first party has paid Rs. 8712 towards the closure compensation-cum-legal dues to the second party workman for the period 1-9-1993 to 8th December, 2001. It appears that the calculations of Rs. 8712 has been calculated by considering the one month salary of the workman @ Rs. 2550 whereas as per certificate issued by the first party itself to the second party i.e. from the pay-slip of November, 2001 that the last drawn wages of the second party workman was Rs. 2550, basic + Rs. 1148 D.A. = 3698 p.m. It appears from the settlement produced by the first party that they have paid the wages to the workers on payment slip and calculated the wages @ Rs. 2550 but considering 15 days salary for each completed years of 240 days. The second party workman has proved that he is a workman within the meaning of Section 2(s) of I.D. Act and first party is an industry within the meaning of Section 2(j) of I.D. Act and hence I answer issue Nos. 1 and 2 in affirmative.

12. Issue Nos. 3 to 6 : The first party has proved that the Manjari Farm has been close permanently w.e.f. 31st December, 2004 and therefore due to the closure of

undertaking, termination of the services of the workman are legal and justified. the Compliance of Section 25-F before effecting termination is mandatory retrenchment of the services of the workers but not in the case of close down the undertaking permanently but the workers are entitled to receive closure compensation/legal dues as per the provisions of Section 25-F of I.D. Act since the first party had engaged less than 100 workers at the time of closure of the Manjari Farm. The first party Farm has calculated the legal dues by considering the wages of second party workman @ Rs. 2550 and not at the rate of actual rate the second party workman was getting i.e. @ Rs. 3493. The worker is entitled to receive legal dues by calculating his legal dues @ Rs. 3698 p.m. for 7 years completed services and hence the first party is hereby directed to calculate the legal dues of second party workman by considering the salary at the rate of Rs. 3698 and to pay the same to the second party workman within the date of publication of award. The first party is at liberty to deduct the amount already paid to the second party workman paid at the time of closure of the Farm. However, the reference as drafted in the Schedule is not maintainable before this Tribunal since the provisions of Section 25-O i.e. Chapter B are not applicable to the first party Farm since it had engaged less than 100 workers at the time of retrenchment. Hence I answer Issue Nos. 3 to 6 accordingly and proceed to pass the following award.

1. Reference is partly answered in affirmative.
2. The first party company is hereby directed to calculate the legal dues of Second party workman by considering the salary at the rate of Rs. 3698 p.m. and to pay the same to the second party workman within the date of publication of award. The first party is at liberty to deduct the amount already paid the second party workman at the time of closure of Farm.
3. Parties to bear their own costs.

K.W. THAKAR, Industrial
Tribunal

नई दिल्ली, 23 मार्च, 2011

का. आ. 1065.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मिलिट्री यंग स्टॉक फार्म के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, पुणे के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-3-2011 को प्राप्त हुआ था।

[सं. एल-14012/56/2002-आई आर (डीयू)]
जोहन तोपनो, अवर सचिव

New Delhi, the 23rd March, 2011

S.O. 1065.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Pune as shown in the Annexure in the industrial dispute between the employers in relation to the management of Military Young Stock Farm and their workman, which was received by the Central Government on 23-3-2011.

[No. L-14012/56/2002-IR (DU)]
JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE SHRI K. W. THAKARE, INDUSTRIAL
TRIBUNAL, PUNE**

Reference (IT) No. 44 of 2002

BETWEEN:

The Officer Incharge,
Military Young Stock Farm,
Manjari, Pune-412 307 ... First Party

AND

Shri Mahadeo Namdeo Sakat,
Gawli Vasti, Char Wada,
Manjari, Hadapsar,
Pune-412 307. ... Second Party

In the matter of:

Demands mentioned in the Schedule to the order of reference.

APPEARANCES:

Shri Patil, Advocate for First Party.

Mrs. S. N. Gaikwad, Advocate for Second Party.

AWARD

(Date 27-10-2010)

The Government of India, Ministry of Labour/Shram Mantralaya i.e. Under Secretary, New Delhi, by order dated 18th December, 2002 bearing No. L-14012/56/2002-IR (DU) has referred this reference/dispute to this Tribunal for adjudication with following Schedule to the Order of Reference which is as under :

SCHEDULE

“Whether the action of the management Military Young Stock Farm, Manjari in closing down the Military Young Stock Farm w.e.f. 31-12-2001 without following the procedure laid down under Section 25(o) of the Industrial Disputes Act, 1947 and also terminating the services of Shri Mahadeo Namdeo Sakat, w.e.f. 31-12-2001 and denying him adequate compensation under the provisions is legal and

justified ? If not to what relief the concerned employee is entitled to ?”

2. After receipt of the reference notices were served to the parties.

3. The second party workman has filed his statement of claim at Exh. U-7. In short, it is the case of the second party workman that the first party—Military Young Stock Farm, Manjari is engaged in breeding of livestock and producing milk and dairy products and is also engaged in cultivating fodder agriculture products and is an organised activity for the regular employment engaging more than 60 employees working in the organization. All the Labour Laws are applicable to the first party organization and hence it is an ‘industry’ within the meaning of Section 2(j) of the Industrial Disputes Act and the second party is a ‘workman’ within the meaning of Section 2(s) of the Industrial Disputes Act.

4. It is further submitted by the second party workman that he was working with the first party from 1988 as Labour on last drawn wages of Rs. 3646 p.m. He was doing the work of farming, milking of animals, grazing of animals, etc. Since 1988 he was in continuous employment of the first party till the date of termination of his service w.e.f. 8-12-2001. He had worked more than 7 years with the respondent and completed more than 240 days continuously in the respondent. He was not issued with the letter of permanency till the date of his termination.

5. According to the second party workman his services were terminated on and from 8 December, 2001 by issuing retrenchment order dated 8th December, 2001 without giving any reason. One month notice pay was not given at the time of retrenchment. The first party gave a cheque of Rs. 8712 which the second party has accepted under protest. The second party was entitled to receive retrenchment compensation for 7 years of services. The first party has also not paid the amount of gratuity, leave encashment and bonus to the second party workman at the time of retrenchment and also did not mention the reason of retrenchment. By letter dated 21-10-2002 the first party has given the reason that they have closed the first party Farm at Manjari. While effecting the retrenchment the first party has failed to comply with the mandatory provisions of Section 25-F of I.D. Act. Before the Conciliation Officer, the first party has stated that they have closed the Farm w.e.f. 31-12-2001. According to the second party the said closure is illegal since 60 days notice was not given before the date of closure. After closing the Farm the first party has shifted all the staff, animals, stores, plant and machinery to other Farms along with the other workmen. Finally it is submitted that the retrenchment/termination of the services is illegal and unjustified and therefore, the first party Farm shall be directed to reinstate the second party workman with continuity of service and payment of full back wages.

6. The claim of the second party is opposed and contested by the respondent by filing written statement at Exh. C-3. It is contended that the first party Farm is not fall under the definition of industry u/s. 2(j) of I.D. Act. The first party never produce anything neither they are not having any commercial business for making profit. The Farm is specifically established for the purpose of agricultural unit with the activities of young stock as a feeder unit to their farm. The provisions of Industrial Disputes Act are not applicable to the first party. The first party never produce commercial agricultural, dairy products. It is denied that there were more than 60 employees engaged at the relevant time. The second party workman cannot be termed as 'workman' within the meaning of Section 2(s) of I.D. Act and therefore reference is liable to be answered in negative.

7. The first party has denied that the second party was working with the first party since 1988 as a Labour and was getting salary about Rs. 3646 p.m. It is denied that the second party was in continuous employment of the first party till the date of retrenchment dated 8th December, 2001. It is denied that the second party workman was completed more than 240 days continuous service in each calendar year. It is further contended that the provisions of Section 25-F of I.D. Act are not applicable to the first party. It is contended that the second party workman was joined in the year 1997 as a casual labour (daily wages) and he was paid on daily wage basis excluding holidays and leave. He was never paid for holidays and leave and he never completed 240 days in a calendar year. He was never engaged as permanent employee and hence there is no question of termination/retrenchment of his services. Finally it is submitted to answer the reference in negative.

8. Upon hearing the parties, the following issues arises for my determination at Exh. O-6 :

- (1) Whether second party is a 'workman' within Section 2(s) of I.D. Act ?
- (2) Whether First Party is an 'industry' within Section 2(j) of I.D. Act ?
- (3) Does the Second Party prove that, the First Party has illegally terminated his services w.e.f. 31-12-2001 without following the due procedure of law ?
- (4) Whether the closure of undertaking by First party is legal and proper ? What is its effect ?
- (5) Whether Second Party is entitled to get reinstatement with continuity of service and back wages ?
- (6) What order/award ?

(9) My answer to the above issues with reasons are as under :

- (1) Proved.
- (2) Proved.
- (3) Not proved.
- (4) Not proved.
- (5) (6) As per final award.

REASONS

10. Issue Nos. 1 and 2 : Heard argument of Advocate Smt. Gaikwad for the second party workman and Advocate Shri Patil for the first party. I have carefully gone through the order of reference, statement of claim, written statement, oral and documentary evidence produced before this Court, provisions of Section 2(j), 2(s), 25-F and 25-O of I.D. Act. This Court has received the reference with following Schedule/Order :

"Whether the action of the management Military Young Stock Farm, Manjari in closing down the Military Young Stock Farm w.e.f. 31-12-2001 without following the procedure laid down under Section 25(o) of the Industrial Disputes Act, 1947 and also terminating the services Shri Mahadeo Namdeo Sakat w.e.f. 31-12-2001 and denying him adequate compensation under the provisions is legal and justified ? If not to what relief the concerned employee is entitled to ?"

11. I would like to re-produce the provisions of Section 25-O of I.D. Act which re-produce as under :

Section 25-O deals with the procedure of closing down an undertaking and covered by Chapter VB of I.D. Act, 1947 i.e. special provision relating to lay off, retrenchment and closure in certain establishment. As per Section 25-K, the provisions of Chapter V-B shall apply to an industrial establishment in which not less than 100 workmen were employed on an average per working day for the preceding 12 months.

In this case in the statement of claim, the second party workman has pleaded that there were more than 60 employees working in the organization. In the evidence, the second party workman filed his claim affidavit at Exh. UW-1 and rebutted the facts stated in the statement of claim. He has stated that 65-70 workers were working in the farm at the relevant time. He has admitted that he received a cheque of Rs. 8712. He has stated that he has completed 7 years service and his services were terminated without following procedure of Section 25-F of I.D. Act. It appears from the pay certificate issued to him that his salary is Rs. 3693 for the month of November 2001. As against this, the first party Farm has examined one Shri Pradeep Kumar Bahuguna, Officer In-charge at Exh.

CW-1. He has also repeated the facts stated in written statement. In cross-examination, he has stated that both Manjari and Kirkee Farm has closed since long. The workmen involved in the reference were working as casual labourers in the Military Farm at Manjari till the date of their termination. He has admitted that Lawande, Oval, Gawade and Gaysingh were working with the first party since 1987 and Mr. Manohar Sakat was working since November 1981 and Mahadeo Sakat was working since 1987. The first party has produced all the wage books and muster-rolls before the Court for the period 1987 to 2002. Manjari Farm was closed from 31-12-2001 and at that time 32 permanent employees and 12 casual employees were working on the Farm. At the time of their termination workers were drawing wages of Rs. 3493 p.m., out of that Rs. 2550 was their basic. He has denied the suggestion that the retrenchment compensation which was paid to the employees was not in accordance with the law. He has denied that the provisions of Section 25-F of I.D. Act were not followed at the time of termination of services of the workman. It appears from the employment/character certificate issued by the first party to the second party that the second party workman was working on daily wages w.e.f. 1-5-1993 to 30th November, 2001. It appears from the documents produced by the first party that the first party has paid Rs. 8712 towards the closure compensation-cum-legal dues to the second party workman for the period 1-5-1993 to 8th December, 2001. It appears that the calculations of Rs. 8712 has been calculated by considering the one month salary of the workman @ Rs. 2550 whereas as per certificate issued by the first party itself to the second party i.e. from the pay-slip of November, 2001 that the last drawn wages of the second party workman was Rs. 2550, basic + Rs. 1148 D.A. = Rs. 3698 p.m. It appears from the settlement produced by the first party that they have paid the wages to the workers on payment slip and calculated the wages @ Rs. 2550 but considering 15 days salary for each completed years of 240 days. The second part workman has proved that he is a workman within the meaning of Section 2(s) of I.D. Act and first party is an industry within the meaning of Section 2(j) of I.D. Act and hence I answer issue Nos. 1 and 2 in affirmative.

12. Issue Nos. 3 to 6 : The first party has proved that the Manjari Farm has been closed permanently w.e.f. 31st December 2004 and therefore, due to the closure of undertaking, termination of the services of the workman are illegal and unjustified. The Compliance of Section 25-F before effecting termination is mandatory retrenchment of the services of the workers but not in the case of close down the undertaking permanently but the workers are entitled to receive closure compensation/legal dues as per the provisions of Section 25-F of I.D. Act since the first party had engaged less than 100 workers at the time of closure of the Manjari Farm. The first party Farm has calculated the legal dues by considering the wages of second party workman @ Rs. 2550 and not at the rate of

actual rate the second party workman was getting i.e. @ Rs. 3493. The worker is entitled to receive legal dues by calculating his legal dues @ Rs. 3698 p.m. for 7 years completed services and hence the first party is hereby directed to calculate the legal dues of second party workman by considering the salary at the rate of Rs. 3698 and to pay the same to the second party workman within the date of publication of award. The first party is at liberty to deduct the amount already paid to the second party workman paid at the time of closure of the Farm. However, the reference as drafted in the Schedule is not maintainable before this Tribunal since the provisions of Section 25-O i.e. Chapter B are not applicable to the first party Farm since it had engaged less than 100 workers at the time of retrenchment. Hence I answer Issue Nos. 3 to 6 accordingly and proceed to pass the following award.

AWARD

1. Reference is partly answered in affirmative.
2. The first party company is hereby directed to calculate the legal dues of second party workman by considering the salary at the rate of Rs. 3698 p.m. and to pay the same to the second party workman within the date of publication of award. The first party is at liberty to deduct the amount already paid to the second party workman at the time of closure of Farm.
3. Parties to bear their own costs.

K.W. THAKARE, Industrial Tribunal.

नई दिल्ली, 23 मार्च, 2011

का. आ. 1066.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकॉम डिस्ट्रिक्ट मैनेजर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या सी जी आई टी/एन जी पी/155/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-3-2011 को प्राप्त हुआ था।

[सं. एल-40012/225/1991-आई आर (डी यू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 23rd March, 2011

S.O. 1066.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/155/2002) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telecom District Manager

and their workman, which was received by the Central Government on 23-3-2011.

[No. L-40012/225/1991-IR(DU)]
JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE SHRI J. P. CHAND, PRESIDING
OFFICER, CGIT-CUM-LABOUR COURT,
NAGPUR**

Case No. CGIT/NGP/155/2002 Date: 10-3-2011

Party No. 1 : The Telecom District Manager,
Telephone Bhawan,
Jalgaon

Versus

Party No. 2 : Shri Devidas Ramchandra Wani,
Amalgaon, Teh. Amalner,
Dist. Jalgaon

AWARD

(Dated : the 10th March, 2011)

In exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947 (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers, in relation to the management of Telecom District Manager, Jalgaon and their workman, Shri Devidas R. Wani for adjudication to the Central Government Industrial Tribunal, Jabalpur, as per letter No. L-40012/225/91-IR(DU) dated 25-6-1992, with the following schedule :

"Whether the action of the Telecom District Manager, Jalgaon in terminating the services of D. R. Wani is justified? if not, what relief the workman concerned is entitled to."

Subsequently, the reference was transferred to this Tribunal for disposal in accordance with law.

2. Being noticed, the Workman, Shri Devidas D. Wani ("the workman" in short) filed the statement of claim and the management of Telecom District Manager, ("the Party No. 1" in short) filed its written statement.

3. The case of the workman as projected in the statement of claim is that he was working as a casual labourer under the SDO, Telegraph, Jalgaon continuously for 343 days for the period from January, 1979 to April, 1980 and the SDO, Telegraph, Jalgaon orally retrenched him w.e.f. 1-5-1980 and consequent upon one hour tool down strike, there was a settlement between the Telecom Department and National Federation of P and T employees on 10-2-1986, in which, it was agreed that the casual labourers working as on 7-5-85 would not be kept idle for entrusting any work on contract and that if existing casual labourers are rendered surplus, they would be given option

for deployment in other units including other divisions and circles, where such work is available and as per the above mentioned agreement, the management of Telecom District, Jalgaon prepared a list of casual labourers, those who were working prior to 7-5-85 and as per the requirement of the Telecom District, Dhule, 60 casual labourers were sent to Dhule District vide letter No. E-19 dt. 11-10-88 and his name was at Sl. No. 31 in the said list and as soon as work was completed at Dhule, all the 60 casual labourers were sent back to Jalgaon Telecom District and the final list of all casual labourers, those who were working prior to 7-5-85 was prepared by the management and circulated vide letter No. E-2/5 dt. 21-11-89, in which the management assured in writing that, "In future, if any work develops and the department needs the engagement of casual labourers, these casual labourers will be given first priority" and in the said list, his name was mentioned at Sl. No. 11 and the General Manager of the office of the Chief General Manager, Telecom, Bombay issued instructions vide letter No. Rectt-III/7/orders/III dt. 7-2-1990, in which, the management of Telecom District, Jalgaon was directed to prepare a comprehensive statement of all the casual labourers working w.e.f. 1980 to 1989 and submit the same to the circle office on or before 1-3-1990, but, the management of Telecom District, Jalgaon did not include his name in the said comprehensive statement, hence he was deprived from the benefit of temporary status and the Chief General Manager, Telecom, Maharashtra Circle, Bombay issued instructions vide letter No. Rectt-III/7/orders/III dated 7-6-1990, in which it was stated that casual labourers, those who were engaged prior to 30-3-1985 and completed 240 days during any 12 calendar months are eligible for grant of temporary status and it was also clarified in the said letter that the period of absence for the purpose of granting temporary status to the casual labourers can be condoned by the concerned TDE without any limit, provided he had worked for 240 days continuously during any 12 calendar months and these will, however, be a one time concession, but he was not granted temporary status, though he is eligible for getting temporary status according to the said instructions and temporary status order was given to some casual labourers, who were absent for more than 8 to 10 years. It is further pleaded by the workman that though the management had agreed in writing in the letter dt. 21-11-1989 that whenever works would be developed, the enlisted candidates would be given first priority for such work, but, when the works developed in January, 1991, he was kept idle and the work was entrusted to the private contractor in violation of the agreement dt. 10-2-1986 and in the letter dt. 21-11-1989 and the management of Telecom District, Jalgaon granted temporary status to some casual labourers but such status was denied to him, which is an abused of the discretionary powers of the management and also violation of Article 14 and 16 of the Constitution and consequent upon the failure of the conciliation

proceeding, failure report was sent by the Conciliation Officer to the Central Government and the Central Government has referred the dispute for adjudication. The workman has prayed for a direction to give him temporary status as per the circular dt. 7-6-1990 issued by the Chief General Manager, Telecom and for the payment of back wages with interest w.e.f. 1-10-1989.

3. In the written statement, the Party No. 1 has admitted about the workman working as casual labourer for 343 days from January, 1979 to April, 1980 and that the name of the workman was at Sl. No. 31 in the list of 60 casual labourers prepared by the management and who were sent to Dhule District vide letter No. E 90 dt. 11-10-1988 and that the name of the workman was at Sl. No. 11 in the waiting list prepared by the management dt. 21-11-1989. However, the party No. 1 has pleaded that the workman was never retrenched orally or in writing by any authority but he did not turn up for duty and when work came to be existed in the department, in 1988, though there was break of 8 years, the workman was diverted to Dhule Division, considering his case sympathetically and the party no. 1 entrusted the work to the contractor, as per the order of the higher authorities of the department and as the workman had not completed 240 days in any 12 consecutive months, he is not eligible for granting temporary status and as such, question of condoning of break does not arise and his break period was more than 8 years, which cannot be condoned and as such, the workman is not entitled for any relief.

4. The parties adduced oral evidence in support of their respective stands, besides relying on documentary evidence. The workman has examined himself as a witness in support of his case. In his examination-in-chief, which is on affidavit, the workman has reiterated the stands taken by him in his statement of claim. However, in his cross-examination, he has stated that he was appointed as a casual labourer and he did not work after April 1980. During the cross-examination of the workman, the suggestion given to him that he was sent to Dhulia for the work has been admitted by him.

One Shri Sudhakar, Sub-Divisional Engineer (Legal) of Party No. 1 has been examined as a witness on behalf of the Party No. 1. He has also reiterated the facts mentioned by the Party No. 1 in the written statement. However, in his cross-examination, this witness has admitted that the workman worked for 343 days from January 1979 to April 1980 and the certificate Ext. W-8 dt. 9-10-90 was issued by their department to the workman. The witness has also admitted that in Ext. W-9, the list prepared by the management, dt. 21-11-89, the name of the workman is at Sl. No. 11 and against his name it has been mentioned that he had worked for 476 days.

5. Perused the record including the documents filed by the parties and the written notes of arguments filed on

behalf of the management. The main ground taken by the management is that the workman did not work for 240 days in any calendar year or during 12 calendar months and as such, the workman was not eligible to get temporary status, as per the circular of the Chief General Manager dt. 7-6-90. However, I do not find any force in the said contention. For better appreciation, I think it proper to mention the guidelines given in the circular issued by the Chief General Manager, telecom, Maharashtra Circle dt. 7-6-90. Clause 1 of the said circular read as follows :

1. Eligibility for confirmation of temporary status to the casual mazdoors :

(i) All these casual mazdoors are eligible for conferring temporary status :

(a) Who are employed before 30-3-1985 and who have completed continuous service of 240 days during any 12 calendar months before 30-3-1985, without any consideration of break of service either due to departmental or own reason.

(b) Who were employed before 30-3-1985 but could not completed continuous service of 240 days before 30-3-1985. They however, did so after 30-3-1985 during any 12 calendar months.

Thus, eligibility conditions are only two.

(i) The casual mazdoors should have been employed before 30-3-1985; and

(ii) He should have worked continuously for 240 days during any 12 calendar months.

2. Now the period of the absence for the purpose of granting temporary status to the casual mazdoors can be condoned by the concerned TDE without any limit provided he has worked for 240 days continuously during any 12 calendar months. This will, however, be a one time concession.

6. Clause 10 of the said circular reads as follows :

Dealing with absconding temporary mazdoors if a temporary mazdoor is found absconding, he should be served with a notice under registered cover by post for reporting on duty immediately. If he does not turn up, another notice should be sent given 10 days time mentioning definite date to join. If he does not report again, one more notice should be sent indicating that his services will be terminated and his name will be struck off from the seniority list of temporary mazdoors if he continues to abscond any further. After 10 days, if he does not report action should be taken to terminate his services. All correspondence should be made with intimation to Labour Commissioner.

7. From the contents of the circular in question, it is clear that in case a casual mazdoor had worked continuously for 240 days during any 12 calendar months and he had been employed before 30-3-1985, then, he should be given the temporary status. In this case at hand, after perusing the evidence on record including Ext. W-8, which has been admitted by the witness examined on behalf of the management to have been issued by his department that from January 1979 to December 1979, the workman had worked more than 240 days. It is also found from Ext. W-8 that the workman had worked for 343 days from January 1979 to April 1980. It is also found from the list prepared by the management on 11-1-1988 that the period of absence of the workman if any, was already condoned and he was deputed to Dhule District. It is also found that the name of the workman was included in the waiting list of the casual labourers prepared on 21-11-89 at Sl. No. 11 and against his name it has been mentioned that he had done 476 days of work and the same also shows that the absence of the workman, if any, was already condoned. As the workman had worked for more than 240 days in 12 calendar months, he is entitled to get temporary status as per the circular issued by the Chief General Manager, Telecom, Maharashtra Circle on 7-6-1990. Hence, the non-inclusion of the name in the list of casual mazdoors, who were given temporary status by the management, is found to be not justified and legal. It is also found from the evidence on record that the workman was not provided with any work, temporary status was not given to him, was not conferred and as such, it can be held that the services of workman was terminated by the management and the same is not justified.

8. Now, it is to be considered as to what relief the workman is entitled. As the workman has neither pleaded nor proved that he was not in gainful employment after termination of his service, he is not entitled for any back wages. However, the workman is entitled for inclusion of his name in the list prepared by the Party No. 1 of the casual mazdoors, who had been given temporary status on the basis of the circular issued by the Chief General Manager, Telecom, Maharashtra Circle dt. 7-6-1990, maintaining his seniority and for employment at par with other temporary status mazdoors junior to him. Hence, it is ordered :

ORDER

The action of the Telecom District Manager, Jalgaon in terminating the services of D. R. Wani is not justified. The Party No. 1 is directed to include the name of the workman, Shri D. R. Wani in the list of the casual mazdoors, who had been conferred with temporary status as per the circular dt. 7-6-1990 issued by the Chief General Manager, Telecom, Maharashtra Circle, in the appropriate place and to give him employment at par with his juniors enlisted in the said list. The above order be complied with by the

Party No. 1, within one month, from date of publication of the notification.

J. P. CHAND, Presiding Officer

नई दिल्ली, 23 मार्च, 2011

का. आ. 1067.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या सी जी आई टी/एन जी पी/01/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-3-2011 को प्राप्त हुआ था।

[सं. एल-40012/424/2000-आई आर (डी यू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 23rd March, 2011

S.O. 1067.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/01/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 23-3-2011.

[No. L-40012/424/2000-IR(DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER, CGIT-CUM-LABOUR COURT, NAGPUR

Case No. CGIT/NGP/01/2001

Date: 15-3-2011

- Party No. 1 : 1. The General Manager, Telecom, Vidarbha Area, 5th floor, C.T.O. Bldg., Nagpur
2. The Telecom District Manager, Deptt. of Telecommunication, Dr. Babasaheb Ambedkar Road, Telephone Exchange Building, Wardha-442 001

Versus

- Party No. 2 : Sou. Yashodabai Mahadeorao Kale, R/o Ramnagar, Ward No. 13, Wardha, Tah. and Distt. Wardha.

AWARD

(Dated : 15th March, 2011)

In exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of

Industrial Disputes Act, 1947 (14 of 1947) the Central Government has referred the industrial dispute between the employers, in relation to the management of General Manager, Telecom and Telecom District Manager and their workman, Sou. Yashodabai M. Kale for adjudication, as per letter No. L-40012/424/2000-IR(DU) dated 27-12-2000, with the following schedule :

“Whether the action of the management of Telecom Distt. Manager, Wardha in terminating the services of the Sou. Yashodabai Mahadeorao Kale, Wardha w.e.f. 7-1-2000 is justified ? If not, to what relief the said workman is entitled and from what date ?”

2. Being noticed, the Workman, Sou Yashodabai Mahadeorao Kale (“the workman” in short) filed her statement of claim and the management of Telecom District Manager (“the Party No. 1” in short) filed its written statement.

3. The case of the workman is that she was appointed in the month of March, 1993 in Telephone Department, Wardha and was allotted sweeping work in the old building, besides other work and she was working as a part-time worker earlier to that and was getting wages of Rs. 300 per month and on 8-5-1996, she was shifted to M.G.F. office of Telecom and in the year 1998, the department advised her to work with the Contractor of the department, Shri Manwatkar, who was under the control of department and she was working in the Telecom building and doing the work of sweeping and cleaning of the premises and providing water to the employees of the department and besides the said work, she was advised to work in the house of Shri Banerjee, the Telecom District Manager, Wardha as a cook and on 7-1-2000, the Telecom District Manager orally discontinued her service and advised her not to enter into the premises of Telecom Department and when she went to the office of the Telecom Department on 8-1-2000 to attend duty, she was not allowed to enter into the premises. The further case of the workman is that on 17-1-2000, she sent a notice to the Party No. 1, seeking reinstatement in service and the Telecom District Manager replied to the said notice, vide letter dt. 21/25-2-2000, admitting about her working with them, since March, 1993 as a contingent labour, but she was not reinstated in service and the oral termination of her service on 7-1-2000 amounts to retrenchment without following due procedure of law and she had also made representation on 7-8-1997 for making her permanent in the establishment but her said representation was not replied and she had not been paid the wages from the month of December, 1999 and as she was working with the Party No. 1 from 1993 to 7-1-2000 continuously, without any break and had put seven years of service, she is entitled for regularisation in service and the Party No. 1 was required to give her one month notice and retrenchment compensation as provided in law and she approached the Conciliation Officer for amicable

settlement of the dispute and the Party No. 1 appeared before the Assistant Labour Commissioner and as per the direction of the Assistant Labour Commissioner, paid a sum of Rs. 1800 towards her wages and as the conciliation failed, the Assistant Labour Commissioner submitted the report of failure to the Central Government and as such, the Central Government has referred the matter to this Tribunal for adjudication. The workman has prayed for her reinstatement in service with back wages and consequential benefits and to regularize and to make her permanent in service w.e.f. March, 1993.

4. In the written statement, it is pleaded by the Party No. 1 inter-alia that the claim of the workman is not maintainable, as it is not a case of removal or dismissal from service and it had not removed the workman from service and the workman has filed a false, fabricated and fictitious claim. It is further pleaded by the Party No. 1 that the workman was engaged as a part-time labour on daily wages and she was engaged for 2 to 3 hours per day, as a casual labour for filling water for drinking and sweeping the office and she was being paid Rs. 15 per day and she was provided with the work in the month of March, 1993 and since the year 1993, there was a total ban on recruitment of Group C and D posts in the service in the Central Government and the workman was not recruited as per the recruitment rules of the department and she was not given the appointment either as a part-time or full time labour and she worked in the department on fixed wages and from 8-5-1996, she was working with the civil contractor firm, which runs in the name and style of “M/s B. R. Manwatkar”, an approved and registered Government contractor and labour supplier, having thier office at Mahadeopura, Ward No. 23, Wardha and since then, the Department of Telecommunication was not concerned with her and notice given by the workman dt. 17-1-2000 was promptly replied by the management and it was intimated to the workman that she was not the employee of the department and she was neither removed nor retrenched from service and as such, the question of reinstatement does not arise and it was made clear in the said reply that she was never allotted any household work at the official residence of Shri S. M. Banerjee, the Telecom District Manager, Wardha and that she was given the work on contingent/casual basis depending upon the availability, which was not continuous and since December, 1997, she sought employment with M/s B. R. Manwatkar and had not carried out any contingent work with the Department of Telecommunication and she was in regular employment with Manwatkar. It is also pleaded by the Party No. 1 that she was never appointed as per rules or against any vacancy and she is not entitled for the reinstatement and the workman was neither working with the Department of Telecommunication on 7-1-2000 nor she was orally terminated on 8-1-2000 and on no occasion, the workman was directed to work in the official residence of Telecom

District Manager, Wardha and as on 7-1-2000, the workman was under the employment of the contractor, there was no question of payment of salary of the workman by the Department of Telecommunication and the workman is not entitled for the permanency or reinstatement and as such, the provisions of Section 25(F) and 25(G) of the Industrial Disputes Act are not applicable.

5. In support of their respective claims, both the parties have adduced oral evidence, besides placing reliance on documentary evidence. The workman has examined herself as a witness and has reiterated the stands taken by her in her statement of claim. Shri N. R. Wankhede, Sub-Divisional Engineer of the Telecom Division, Wardha has been examined as a witness on behalf of the Party No. 1. The said witness has also reiterated the stands taken by the Party No. 1 in written statement, in his examination-in-chief filed on affidavit.

It is necessary to mention here that though the workman filed the evidence of two other witnesses, namely, Shri Gajanan Dalpatrao Burade and Shri Narayanrao Marotrao Ridhurkar, the evidence on affidavit and the management filed the evidence of Shri Baban Ramkrishna Manwatkar on affidavit, those witnesses were not produced by the parties for their cross-examination and as such, their evidence has not been taken into consideration.

In her cross-examination, the workman has stated that there was an advertisement for the post and she was interviewed by one S. D. Jawarkar and appointment order was given to her. However, no reliance can be placed on her said evidence, as there is no such pleading by the workman in the statement of claim and no document has been filed in support of the same. She has also admitted that she was working as a part-time worker and she was getting Rs. 15 per day as her wages. She has also admitted that she was working with Shri Manwatkar, Contractor from 1998 to 2000 and she raised the dispute, after she was disengaged in the year 2000 by the contractor and she was never asked by Shri Banerjee to work as a cook in his house.

The witness examined on behalf of the management, in his cross-examination has stated that he was working as a Junior Telecom Officer at Wardha in the year 1993 and since March, 1993, the workman worked as a contingent part-time labour and she was doing the work for 2 to 3 hours in a day for sweeping and carrying drinking water and she was paid Rs. 15 per day and she was working till 7-5-1996 and she left the department on 8-5-1996 and worked with the contractor Shri P. R. Manwatkar and the workman voluntarily left the work and joined the service of the contractor and she was paid by the contractor.

6. At the time of argument, it was submitted by the learned advocate for the workman that the workman was

working with the Party No. 1 from March, 1993 to 7-1-2000 continuously, without any break and nothing has been brought out in the cross-examination of the workman to disbelieve her testimony and in view of the admission of the witness for the management that the workman was working from 1993 to 8-5-1996, it can be held that the workman had already worked for 240 days and there is no document in support of the contention made by the management that the workman suo-moto left the job and as such, the termination of her service orally is illegal and improper and as such, she is entitled for reinstatement and regularization in service.

On the other hand, it was submitted by the management that as the workman left the job voluntarily on 8-5-1996 and started working with the Civil Contractor, the department did not commit any illegality and as such, non-compliance of the provisions of the Industrial Disputes Act does not arise and the engagement of the workman was on contingent basis and her appointment was also not in accordance with the rules and as such, she is not entitled for reinstatement and the workman had admitted that she was working with the contractor from 1998 to 2000 and as the contractor disengaged her in 2000, she raised the dispute and in view of such admission by the workman, it can be held that the allegation made in the statement of claim are not true and she was not in employment of the Party No. 1 after 1997 and as the appointment of the workman was not in accordance with the law, she is not entitled for reinstatement or regularization. In support of the such contention, reliance has been placed on the decision of the Hon'ble Apex Court as reported in AIR 1996 SC 1565 (State of Himachal Pradesh Vs Sureshkumar and another).

7. Perused the evidence on record including the statement of claim, written statement and the oral evidence adduced by the parties. The workman in her statement of claim has stated that she was getting monthly payment of Rs. 1500 while working with the Party No. 1 from 1993 to December, 1999 and prior to that she was working as a part-time worker and getting wages of Rs. 300 per month. However, in her evidence, she has admitted that she was getting Rs. 15 per day as wages and she was working with the contractor from 1998 to 2000 and as the contractor disengaged her, she raised the dispute. It is clear from the admission made by the workman in her evidence that her plea in the statement of claim that she was getting Rs. 1500 per month for working with the Party No. 1 and prior to that, she was getting Rs. 300 per month for working as part-time are not true. The workman has filed the xerox copy of the receipt showing payment of wages for the month of December, 1999 to 5th January, 2000 amounting to Rs. 1800 to her alongwith the copy of the Demand Draft by which the said amount was paid to her. According to the statement of claim, the said amount was paid by Party No. 1 to her before the Assistant Labour Commissioner.

However, on perusal of the said documents, it is found that the Demand Draft was on account of B. R. Manwatkar, which clearly shows that the said amount was paid by B. R. Manwatkar to the workman. From the documentary evidence as well as from the oral evidence, it is clear that the workman was working under the contractor on 7-1-2000 and not with the Party No. 1 and she left the work of Party No. 1 in 2007 and joined the contractor. Hence, there is no question of termination of the service of the workman by the Party No. 1 on 7-1-2000. Hence, it is ordered :

ORDER

The reference is answered against the workman and the workman is not entitled for any relief.

J. P. CHAND, Presiding Officer

नई दिल्ली, 23 मार्च, 2011

का. आ. 1068.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार राजस्थान एटोमिक पावर प्लांट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 12/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-3-2011 को प्राप्त हुआ था।

[सं. एल-42011/143/2007-आई आर (डी यू.)]
जोहन तोपनो, अवर सचिव

New Delhi, the 23rd March, 2011

S.O. 1068.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 12/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Rajasthan Atomic Power Plant and their workman, which was received by the Central Government on 23-3-2011.

[No. L-42011/143/2007-IR(DU)]
JOHAN TOPNO, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

PRESENT:

Shri N. K. PUROHIT, Presiding Officer

I.D. No. 12/08

Reference No. L-42011/143/2007-IR(DU)

Dated : 31-12-2007

The General Secretary,
Rajasthan Anushakti Pariyojna Karamchari Sangh,
(INTUC), INTUC Office, Pratap Circle,
P.O. Bhabhanagar,
Rawatbhata (Kota)

V/s

The Site Director,
Rajasthan Atomic Power Plant Unit 1 to 6, NPCIL,
P.O. : Anushakti,
Kota (Rajasthan)-323303

AWARD

(Dated, the 25th February, 2011)

1. The Central Government in exercise of the powers conferred under clause (d) of Sub-Section (1) and 2 (A) of Section 10 of the Industrial Disputes Act 1947 has referred the following Industrial dispute to this Tribunal for adjudication which is as under :

“Whether the demand of Rajasthan Atomic Power Shramik Sangh for change in the date of promotion of Shri Hemraj Gehlot from 1-5-2004 to 1-5-2003 is legal and justified? If yes, to what relief the workman is entitled to?”

2. Pursuant to the receipt of the reference, the registered notices were issued to both the parties. Upon perusal of the proceedings it reveals that registered notice for appearing on 20-10-10 to file claim statement was served upon the applicant union and on behalf of the union Shri Kuldeep Aswal, Advocate entered his appearance on 29-11-10 and sought adjournment for filing authority letter and claim statement. On 20-1-11, he again sought time for filing his authority letter and claim statement on behalf of the union. It further reveals that representative on behalf of the non-applicant filed his authority letter on 17-5-10. But on subsequent date i.e. 21-2-11 none appeared on behalf of the parties. Under these circumstances the case was reserved for passing Award.

3. Since, no claim statement has been filed on behalf of the applicant union, there is no material on record to adjudicate the reference under consideration on merits. It appears that the union is not willing to contest the case further. Therefore, “No Claim Award” is passed in this matter. The reference under adjudication is answered accordingly.

4. Award as above.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 23 मार्च, 2011

का. आ. 1069.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दूरसंचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नागपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एनजीपी/109/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-3-2011 को प्राप्त हुआ था।

[सं. एल-40012/249/1994-आई आर (डी यू)]
जोहन तोपनो, अवर सचिव

New Delhi, the 23rd March, 2011

S.O. 1069.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT/NGP/109/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Nagpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 23-3-2011

[No. L-40012/249/1994-IR (DU)]
JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE SHRI J. P. CHAND, PRESIDING OFFICER,
CGIT-CUM-LABOUR COURT,
NAGPUR

Case No. CGIT/NGP/109/2004 Date : 17-3-2011

Petitioner/ : Shri Dhanraj Kanthiram Samarth,
Party No. 1 : R/o Juni Shukrawari, Telipura,
Nagpur-440 006

Versus

Respondent/ : The General Manager
Party No. 2 : Telecommunication, "O" Miles,
Nagpur

AWARD

(Dated : 17th March, 2011)

In exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of Industrial Disputes Act, 1947, (14 of 1947) ("the Act" in short), the Central Government had referred the industrial dispute between the employers, in relation to the management of Telecom and their workman, Shri Dhanraj Kanthiram Samarth for adjudication to the Central Government Industrial Tribunal, Jabalpur, as per letter No. L-40012/249/94-IR (DU) dated 26-2-1996, with the following schedule :

"Whether the action of Telecom Management, Nagpur in not providing job/temporary status to Shri Dhanraj Kanthiram Samarth is legal, proper and justified? If not, what relief workman is entitled to?"

Subsequently, the reference was transferred to this Tribunal for disposal in accordance with law.

2. Though, in this case, the reference had been received by the Tribunal on 26-10-2006 and the workman had been directed to file the statement of claim, till 1-12-2010, the statement of claim had not been filed by the workman. However, in the interest of justice, on 1-12-2010, a last chance was given to the workman to file the statement of claim on 17-3-2011. On 17-3-2011, both the parties remained absent and nobody appeared on behalf of either of the parties. The statement of claim was also not filed. Hence the case was closed for passing award.

3. As no statement of claim has been filed by the workman, it is found that the parties are not interested to proceed with the case. Hence, it is necessary to pass a no dispute award. Hence, it is ordered.

ORDER

The case be treated as "no dispute award", due to the default of the parties.

J. P. CHAND, Presiding Officer

नई दिल्ली, 23 मार्च, 2011

का. आ. 1070.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार स्मॉल आर्म्स फैक्ट्री के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचाट (संदर्भ संख्या 97/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-3-2011 को प्राप्त हुआ था।

[सं. एल-14011/11/1997-आई आर (डी यू)]
जोहन तोपनो, अवर सचिव

New Delhi, the 23rd March, 2011

S.O. 1070.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 97/98) of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Small Arms Factory and their workman, which was received by the Central Government on 23-3-2011

[No. L-14011/11/1997-IR (DU)]
JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE SRI RAM PARKASH, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
KANPUR**

Industrial Dispute No. 97 of 98

The President,
Small Arms Factory Union,
Through Dr. Santosh Kumar Gupta,
Plot No. 3268, Awas Vikas Colony, Yojna-3,
Kalyanpur, Panki Road,
Kanpur

AND

The Manager,
Small Arms Factory,
Kalpi Road,
Kanpur

AWARD

1. Central Government, MoL, New Delhi, vide Notification No. L-14011/11/97/IR (DU) dated 28-5-98, has referred the following dispute for adjudication to this tribunal.

2. Whether the action of the management of Manager, Small Arms Factory, Kalpi Road, Kanpur in not upgrading the pay scale of Sri Onkar Nath Sharma, Assembler from Rs. 280-400 to Rs. 330-480 with effect from 16-10-81 is legal and justified? If not, to what relief the workman is entitled for?

3. Brief facts are.

4. It is an admitted fact that the claimant Sri Omkar Nath Sharma was appointed in the year 1962 for the post of Assembler. It is alleged that he had been member of the Union, therefore, opposite party is having grudge and they were not providing the benefits as were available to him. He has never been served with any show cause of charge-sheet. During the year 1973 at the time of 3rd Pay Commission his pay scale was Rs. 210-290. Thereafter, after the report of Guha Committee the post of Assembler was considered equal to General Fitter and on the basis of Guha Committee Report the post of assembler was merged in the post of General Fitter with effect from 25-1-90, when he was posted as assembler he was the senior most official. When this post was merged in the general fitter cadre, he being the senior most, but the junior employees were given a higher pay scale. It is alleged that Sri P. K. Sethi and Sri Jagmohan who were junior to him and were running in the pay scale of Rs. 330-480, their pay scale has been fixed at Rs. 4800 in the pay scale of Rs. 4000-6000, whereas the claimant who was running in the pay scale of Rs. 260-400 on 16-10-81 has been fixed in the pay scale of Rs. 950-1500 whereas he should have been given the same pay scale Rs. 4000-6000 and his salary should have been fixed at

Rs. 4900. In this way he is suffering monetary with effect from 16-10-81. Therefore, he has prayed that he should be given the pay scale of Rs. 330-480 with effect from 16-10-81 and the benefit of subsequent pay revision.

5. Opposite party has filed the written statement denying the allegations of the claimant. They have also alleged that the claimant has been censured and warned a number of times as mentioned in Para 5 of the written statement. It is alleged that after the recommendation of the Guha Committee the post of Assembler was merged with Fitter General (Mech.), but they denied that the applicant was entitled to seniority. Instead after the merger and in accordance with the Instructions of the Ordnance Factory Board letter dated 28-7-89 which pertains to rationalization of trades. The cadre of Assembler was a dead end. Thus the applicant was redesigned as fitter general (Mech.) with effect from 25-1-90, with his original seniority of skilled grade and thereafter was promoted as fitter general (Mech.) Assembler highly skilled grade II with effect from 9-5-91 in the scale of Rs. 1200-1800 and his pay was provisionally fixed at Rs. 1290 and finally fixed at Rs. 1350 per month with effect from 1-6-91 (date of option). It is stated that Sri P. K. Sethi and Sri Jagmohan were not similarly placed and circumstances the applicant. They were holding the trade of Fitter General (SK) where the applicant was holding the trade of Assembler which was a dead end trade. Sri Sethi and Sri Jagmohan had further promotional avenues in the grade fitter general (SK) thus they remained senior to the applicant in the grade of fitter general (skilled) and they had been promoted in a higher scale. They have denied that the applicant had suffered any monetary loss due to them. All other allegations have been denied.

6. Rejoinder has also been filed but nothing new facts have been explained there.

7. Claimant has filed 23 documents vide list 17/1. These documents are photocopies. Claimant has proved these documents in his evidence as Ex. W-1 to W-23.

8. Opposite party has filed three documents these documents are copy of letter of Ministry of Defence dated 16-10-81, photocopy of letter of O.F.B. dated 28-7-89, photocopy of extract of service book.

9. Claimant has produced himself in evidence as W.W. 1 Sri Omkar Nath Sharma. Opposite party has not produced any evidence. In the chief he stated the version which was alleged by him in his claim statement.

10. At the time of arguments claimant did not appear. Even opposite party also did not appear. I perused the file thoroughly.

11. A short question to be decided in this case is whether after merger of Assembler cadre in the Fitter General (Mech.) Sri Omkar Nath Sharma became senior to Sri Sethi and Sri Jagmohan.

12. W.W. I has been thoroughly cross-examined. He admitted that there were no avenues of promotion in the cadre of assembler and this cadre of assembler was merged with Fitter General. He also admitted that when his post was merged, before merger Sri P. K. Sethi, Vijai Singh and Jagmohan were already working in the cadre of Fitter General. Therefore the version made by the opposite party that Sri Sethi and Sri Jagmohan who were already in the fitter grade will remain senior to the claimant who has joined later on in the fitter general cadre after merger. The version made by the opposite party appears to be genuine and lawful. According to the statement made by W.W. I there does not appear to be any malafide on the part of the opposite party. There does not appear to be any wrongful act of the management in not giving the seniority to the claimant against Sri Sethi and Jagmohan, as they were already senior to him. Therefore, there is no force in the contention of the applicant and there is no basis of claiming the scale of 330-480 right with effect from 16-10-81. On the one side the claimant is alleging that he is prejudiced after the recommendation of Guha Committee Report which came in the year 1990, on the other side he is demanding enhancement in his pay scale of Rs. 330-480 with effect from 16-10-81. In my view he is not entitled, there is no such evidence.

13. Therefore, the claim of the claimant is without force of law. Claim is derided against the claimant.

14. Reference is decided accordingly.

RAM PRAKASH, Presiding Officer

Dt. 9-03-11

नई दिल्ली, 23 मार्च, 2011

का. आ. 1071.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी.एस.एन.एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. II, चण्डीगढ़ के पंचाट (संदर्भ संख्या 382/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-3-2011 को प्राप्त हुआ था।

[सं. एल-40012/30/2005-आई आर (डी यू)]
जोहन तोपनो, अवर सचिव

New Delhi, the 23rd March, 2011

S.O. 1071.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 382/2005) of the Central Government Industrial Tribunal-cum-Labour Court No. II, Chandigarh, now as shown in the Annexure in the industrial dispute between the employers in relation to the management of BSNL and their workman, which was received by the Central Government on 23-3-2011

[No. L-40012/30/2005-IR (DU)]
JOHAN TOPNO, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

PRESENT:

Sri A. K. Rastogi, Presiding Officer

Case I. D. No. 382/2K5

Registered on 19-8-2005

Sh. Narender Kumar S/o Shri Charanjit Lal,
C/o Sh. N. K. Jeet, President Punjab Telecom
Labour Union, 27349, Lal Singh Basti Road,
Bhatinda (Punjab)-151005 ... Applicant

Versus

The General Manager, (Telecom),
BSNL, Ferozepur (Punjab) ... Respondent

APPEARANCES:

For the Workman : Sh. N. K. Jeet A. R. for workman

For the Management : Sh. G. C. Babbar, Advocate

AWARD

Passed on : 7th March, 2011

Central Government vide Notification No. L-40012/30/2005/IR (DU) dated 22-7-2005 by exercising its powers under Section 10, Sub-section (1) Clause (d) and Sub-section 2(A) of the Industrial Disputes Act, 1947 (hereinafter referred to as Act) has referred the following Industrial Dispute for adjudication to this Tribunal :

"Whether the action of the management of Telecommunication known as Bharat Sanchar Nigam Ltd., Ferozepur in terminating the services of Shri Narender Kumar S/o Shri Charanjit Lal, Ex-Driver w.e.f. 16-5-1999 by violating the provisions of the ID Act is legal and justified? If not, to what relief the concerned workman is entitled to and from which date?"

The workman has raised an industrial dispute stating that he was employed as Driver from 1-4-1996 to 15-5-1999 in the office of S.D.O. Group Moga at 1560/- per month. His services were orally terminated on 16-5-1999 without paying any retrenchment compensation and after the termination of his services new hands were recruited and junior to him were also retained in the service. He has claimed his reinstatement with full back wages and continuity of service.

Management has contested the claim by stating that workman was not its employee. The Management had entered into a contract with a contractor for managing the petty jobs on need basis. The management neither employed nor terminated the services of the workman.

On the pleadings of the parties following issues are framed for consideration :

1. Whether the workman was an employee of the management and his services were terminated by the Management in violation of the provisions of the Act ?
2. To what relief is the workman entitled ?

Workman filed his affidavit and the management filed the affidavit of Bhim Sain, S.D.E. (G). The parties however failed to tender their respective affidavits. They did not produce any other evidence also. It is important to note that after receiving back the case on transfer from CGIT-cum-Labour Court-I, Chandigarh, notice by Regd. post had been issued to workman but he did not turn up. Management in view of the said fact also did not prefer to give any evidence in the case. I have considered the material available on record. My findings on the above issues are as follows.

Issue No. 1

The workman though did not tender affidavit in evidence he however has stated he had been employed by S.D.O. Telephones (Group) Moga as a Driver. The wages were paid to him by the said S.D.O., who used to allot work to him and also used to supervise the work. The workman worked under the control and supervision of the management. He had worked for more than 240 days in each calendar year during his service from 1-4-1996 to 15-5-1999. His services were terminated without paying retrenchment compensation in violation of the provisions of I.D. Act and persons junior to him had also been retained.

Against it the management witness Bhim Sain has stated in his affidavit that the workman was never engaged by the management nor he was paid any wages by the management and there is no relationship of master and for petty jobs on need basis a contract had been given to a contractor and the department was making the payment to the contractor.

There is affidavit against affidavit in the case. It may be mentioned here that it was for the workmen to prove that he was in the employment of the management. Workman has filed his affidavit but has not tendered it in evidence and has thus, deprived the management of the opportunity to cross-examine himself. His affidavit cannot be relied on. From the record it appears that he had moved an application for summoning the concerned official of the management with record. But the orders dated 8-8-2007 and 18-11-2008 show that he failed to take necessary steps in this regard. He has also failed to produce any appointment letter or any other record to establish the employment. There is therefore no evidence to establish that workman was in the employment of the management. The termination of his services by management is also not acceptable and there is no question of violation of

provisions of the Act. Issue No. 1 is decided against the workman.

Issue No. 2

From the findings recorded on Issue No. 1 it is clear that workman is not entitled to any relief. He has failed to prove that he was in the employment of the management and his services were terminated by the management. Reference is accordingly, answered against the workman. Let two copies of award after due compliance be sent to the Central Government for further necessary action.

ASHOK KUMAR RASTOGI, Presiding Officer

नई दिल्ली, 23 मार्च, 2011

का. आ. 1072.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार क्षेत्रीय ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या 111/05, 69/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-3-2011 को प्राप्त हुआ था।

[सं. एल.-12012/35/2005-आई आर (बी-1)।]

[सं. एल.-12012/64/2006-आई आर (बी-1)।]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 23rd March, 2011

S.O. 1072.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 111/05, 69/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Kshetriya Gramin Bank and their workman, which was received by the Central Government on 22-3-2011.

[No. L-12012/35/2005-IR(B-1)।]

[No. L-12012/64/2006-IR(B-1)।]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

Shri Mohd. Shakir Hasan, Presiding Officer

Case No. CGIT/LC/R/111/05

Shri Hari Om Malviya,
S/o Shri Rajaram Malviya,
R/o Village Phlaha,
Tel. Goharganj,
Distt. Raisen (M.P.)

... Workman

Versus

The Chairman,
Kshetriya Gramin Bank,
Head Office, Mangalwara,
Hoshangabad

... Management

Case No. CGIT/LC/R/69/2006

Shri Sunil Bharade,
S/o Shri Balwant Rao Bharade,
R/o Near Shitala Mata Mandir,
Timarni, Tehsil Timarni,
Distt. Harda (M.P.)

... Workman

Versus

The Chairman,
Kshetriya Gramin Bank,
Head Office, Mangalwara,
Hoshangabad

... Management

AWARD

Passed on this 11th day of March, 2011

1. (a) The Government of India, Ministry of Labour vide its Notification No. L-12012/(35)/2005-IR (B-I) dated 3-10-2005 has referred the following dispute for adjudication by this tribunal :

“Whether the action of the Kshetriya Gramin Bank, Hoshangabad in terminating Shri Hari Om Malviya, S/o Shri Rajaram Malviya from services as Deposit Collector w.e.f. 13-2-2004 is legal and justified ? If not, to what relief the disputant concerned is entitled to ? ”

(b) The Government of India, Ministry of Labour vide its Notification No. L-12012/(64)/2006-IR (B-I) dated 26-10-2006 has referred the following dispute for adjudication by this Tribunal :

“Whether the action of the management of Chairman, Kshetriya Gramin Bank, Hoshangabad in terminating the service of Shri Sunil Bharade, S/o Shri Balwant Rao Bharade as Authorised Collection Agent w.e.f. 14-2-2004 is legal and justified ? If not, to what relief the workman concerned is entitled to get ? ”

2. Both the references are taken up together as both are on the common subject matter and on the same issues.

3. The case of the workmen in both the references in short is that they were appointed as Deposit Collectors in the Kshetriya Gramin Bank and worked there sincerely and honestly. They were getting 2% commission of the deposited amount collected from the depositors. The non-applicant/management showed an order issued by the Chairman, Kshetriya Gramin Bank, Hoshangabad on 13-2-2004 whereby they had been totally restrained from discharging their duties as deposit collectors. It is stated that without any notice or without any proper reason they had been restrained from their works. The workmen claim

that the management be directed to reinstate them with full back wages.

4. The non-applicant/management appeared in both references and filed Written Statements separately to contest the case. The case of the management, inter alia, is that admittedly the workmen were appointed as Deposit Collectors on contractual basis and they executed agreements in this regard with the Bank. They had absolutely no right to be absorbed in the Bank Service. It is stated that the scheme was closed by the Bank on 14-2-2004 as per decision taken by the Board of Directors and the same was published in the newspaper. The agreement with the workmen had been rightly terminated as per terms and conditions of the appointment letter and the agreement. The workmen cannot be treated as “workmen” under the provision of Industrial Disputes Act, 1947 (in short the Act, 1947) and they are not entitled to any relief. The question to give one month notice does not arise. On these grounds, the reference be answered in favour of the management.

5. On the basis of the pleadings of both the parties, the following issues are for adjudication :

- (I) Whether the workmen were workmen and the commission paid to them were to be treated as wages in accordance with the Act, 1947.
- (II) Whether the action of Kshetriya Gramin Bank, Hoshangabad in terminating the services of the workmen w.e.f. 13-2-2004 is legal and justified ?
- (III) To what relief, if any, is the workmen entitled to ?

6. Issue No. I :

These two references are identical to the reference Case No. CGIT/LC/R/78/05 in which the award is passed on 2-11-2010. This issue is same and is already decided in the said reference case wherein it is held that the Deposit Collector was workman and his commission was treated as wages. There is nothing to decide further. Accordingly the issue is decided.

7. Issue No. II :

This issue is also same as has been decided in reference Case No. CGIT/LC/R/78/05. The same facts are also raised in these references. The evidence appears to be same. Thus it is clear that these workmen were entitled to receive compensation in accordance with the provision of Section 25 FFF of the Act, 1947. I find that the management is not justified in terminating the workmen without complying the provision of Section 25 FFF of the Act, 1947. This issue is also accordingly decided.

8. Issue No. III :

On the basis of the discussion made above, the workmen are entitled to compensation on closure of the

scheme and, therefore the management is directed to pay compensation to them in accordance with the provision of Section 25 FFF of the Act, 1947 within three months from the date of award. The monthly wages is to be calculated on the basis of average commission of the twelve months preceding the date of reference. Accordingly, the reference is answered.

9. In the result, the award is passed with an order to cost of Rs. 5,000 (Rupees Five Thousand only) to be paid to each of the workmen.

10. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 23 मार्च, 2011

का. आ. 1073.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार क्षेत्रीय ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 135/89) को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-03-2011 को प्राप्त हुआ था।

[सं. एल-12012/30/88-आई आर (बी-1)]

रमेश सिंह, डेस्क अधिकारी

New Delhi, the 23rd March, 2011

S.O. 1073.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 135/89) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Kshetriya Gramin Bank and their workman, which was received by the Central Government on 22-3-2011.

[No. L-12012/30/88-IR (B-I)]

RAMESH SINGH, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

No. CGIT/LC/R/135/89

Shri Mohd. Shakir Hasan, Presiding Officer

Shri Toran Singh,
S/o Shri Amar Singh Kushwaha,
R/o Gram Khargawali,
Post Office, Pathari,
Distt. and Tehsil Raisen (M.P.)

... Workman/Union

Versus

The Chairman,
Kshetriya Gramin Bank,
Head Office, Mangalwara,
Hoshangabad (M.P.)

... Management

AWARD

(Passed on this 7th day of March, 2011)

1. The Government of India, Ministry of Labour vide its Notification No. L-12012/30/88-D1 (B) dated 19-7-1989 has referred the following dispute for adjudication by this tribunal :

"Whether the action of the management of Kshetriya Gramin Bank, Hoshangabad in not providing employment to Shri Toran Singh Kushwaha (Designation) Peon after 10-6-1987 (date of termination) is justified ? If not to what relief the workman is entitled for ?"

2. The case of the workman in short is that he was working as a Peon in Kshetriya Gramin Bank, Hoshangabad at Patendeo Branch since 1977 and continuously worked till 10-6-1987 when he was terminated without any specific order of termination. His provident fund was deducted and he was paid bonus like a permanent employee. It is stated that it is enough to conclude that the Bank had given him permanent employee status. He was retrenched employee under the definition of Section 2(oo) of Industrial Dispute Act, 1947. His service was continuous service under the provision of Section 25(B) of the Act, 1947. He had been terminated without complying the mandatory provision of Section 25-F of the Act, 1947. He has been alleged before the Conciliation Authority that he was terminated because he had misappropriated the amount by fraudulent withdrawal. If it is true then he was never chargesheeted nor any Enquiry was conducted. The workman had been made scape goat to protect the interest of the Senior Officers who were involved in misappropriation. The Principle of Natural Justice was completely violated. On these grounds it is submitted that the workman be reinstated with full back wages.

3. The management appeared and contested the reference by filing Written Statement in the case. The case of the management inter alia is that admitted he was working as a Peon since 1977 and worked continuously till 10-6-1987 but he was engaged as casual labour on daily basis for assisting the branch in miscellaneous work. It is stated that under the Provident Fund Commissioner Rules, the Bank was required to deduct and to remit the contribution of the workman who had worked for 60 days or more. This did not entitle him to be treated as permanent employee. It is further stated that he had misappropriated the Bank's money by making forged signatures of Account holders of the Saving Bank accounts. He was absconding and later the amount was deposited by his relatives. He had admitted the fraudulent withdrawal in writing. The matter was also reported to the police. Thus there was no

question to issue any charge sheet as the matter was being enquired by the police. He does not come under the purview of retrench employee. On the above grounds, the reference be answered in favour of the management.

4. On the basis of the pleadings of the parties, the following issues are framed for adjudication :

I. Whether the termination of the workman w.e.f. 10-6-1987 is legal and valid ?

II. To what relief the workman is entitled ?

5. Issue No. I :

On the basis of the pleadings and evidence adduced by the parties, it is clear that the following facts have been admitted :

- (a) The workman Toran Singh Kushwaha was employed on daily wages from 1977 to 1987.
- (b) He was terminated without any notice and without payment of compensation as has been provided under the provision of Section 25-F of the Act, 1947.
- (c) He was not convicted by any court of law for alleged misappropriation of amount of the account holders; neither it is established that any criminal case was registered.
- (d) The departmental proceeding or any enquiry was not conducted before disengagement from service.
- (e) He was in continuous service as provided under Section 25-B of the Act, 1947.
- (f) There is no written complaint of any account holder about the misappropriation of the amount on the record.
- (g) No account holder is examined by the management in the reference case.

6. Now the important point is as to whether the management is justified in not giving any notice and compensation as has been provided under Section 25-F of the Act before terminating or disengaging him from service.

7. To prove the case, the workman has examined oral evidence. The workman Shri Toran Singh has admitted in his evidence that he was casual employee on daily wages. He denied the allegation that he had forged the signature of the account holders and misappropriated the amount. He has stated that his signature was obtained on undue pressure by the management. He has stated that under pressure and duress his relatives were compelled to deposit the amount and were assured that in case he was found innocent, the amount be refunded. His evidence clearly shows that there is no evidence to show that he was guilty of misappropriation and he had been given

opportunity to defend himself before holding his compensation amount as under Section 25-F of the Act. Another witness Shri Anandilal is brother of the workman. He has supported the fact that the amount was taken by the management on the threat of criminal action and as such he took loan from money lender. His evidence shows that there was no justification to realize money from the brother of the workman without giving him fair opportunity to defend himself. Another witness Kanhiyalal Kushwaha is also of the village of the workman. He has come to say that the workman was ill. He has also supported that the Bank Officer had realized money by force on the threat of criminal case. His evidence shows that on the allegation of misappropriation by the workman, the amount was realized from the brother. The allegation cannot have a place of proof unless it is established. Thus it is clear that only on the basis of allegation, the workman was removed from the employment without complying the provision of Section 25-F of the Act, 1947.

8. On the other hand, the management has adduced oral and documentary evidence. Shri Satyendra Kumar Jain is working in Regional Rural Bank, Hoshangabad since 8-4-1978. He has stated that the workman was working on daily wages in the Patandeo Branch. He has alleged that the workman withdrew money from six Account Holder's accounts and one Anwar Khan had complained such withdrawal. He has further stated that the signature was forged and fabricated by Toran Singh who received the amount. He has stated that his brother deposited the amount and the workman voluntarily accepted the guilt. Though the evidence adduced on behalf of the workman shows that the amount was deposited by the brother on the threat of criminal case and signature of the workman was obtained on the basis of undue pressure and he has retracted his confession. This witness has stated that the amount was withdrawn from withdrawal form. The management has filed photocopies of withdrawal forms which are Paper Nos. 51 to 54. The withdrawal forms show that it was mandatory to produce pass book for payment on the basis of withdrawn forms. It cannot be presumed that the amount was withdrawn without production of Pass Book. Moreover, all the withdrawal slips show that it was signed by the Account Holders and it was verified by the authority and was passed thereafter. The workman appears to have signed as an identifier. There is no evidence on the record that these documents were examined by the expert and it was found as forged and fabricated by the workman. Moreover, no opportunity was given to the workman to defend himself. His evidence appears to be not sufficient to prove that the alleged documents were forged and the same was done by the workman. His evidence further shows that no charge sheet or show cause notice was given to the workman who worked from the year 1977 to 1987. The management has filed document to show that the information was given to

the police but there is nothing to show that the police had registered a case against the workman. Thus the evidence shows that the management is not justified in removing the workman on the ground of misappropriation without giving him opportunity to defend himself. Moreover, the evidence adduced by the management is not sufficient to establish misappropriation by the workman. This issue is decided in favour of the workman and against the management.

9. Issue No. II :

On the basis of the discussion made above, it is clear that the workman was in continuous service for about ten years and he was removed without complying the provision of Section 25-F of the Act, 1947. As such the action of the management is not justified. The management is, therefore, directed to be reinstated with full back wages within two months. Accordingly the reference is answered.

10. In the result, the award is passed without any order to costs.

11. Let the copies of the award be sent to the Government of India, Ministry of Labour and Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer.

नई दिल्ली, 23 मार्च, 2011

का. आ. 1074.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद नं.-2 के पंचाट (संदर्भ संख्या 29/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-3-2011 को प्राप्त हुआ था।

[सं. एल-20012/172/2005-आई आर (सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 23rd March, 2011

S.O. 1074.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 29/2006) of the Central Government Industrial Tribunal-cum-Labour Court-2, Dhanbad, now as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. BCCL, and their workman, which was received by the Central Government on 23-3-2011.

[No. L-20012/172/2005-IR (C-I)]

D. S. S. SRINIVASARAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT :

Shri Kishori Ram, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 29 of 2006

PARTIES :

Employers in relation to the management of Jeenagora Colliery M/s. BCCL and their workman.

APPEARANCES :

On behalf of the Workman : Mr. B. N. Singh, Advocate

On behalf of the Employers : None

STATE : Jharkhand

INDUSTRY : Coal

Dhanbad, the 4th March, 2011

ORDER

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/172/2005-IR (C-I), dated the 1-6-2006.

SCHEDULE

"Whether the action of the management of Jeenagora Colliery of M/s. BCCL in dismissing Shri Jagdish Modi from service vide Order dated 19-11-2003 is fair and justified? If so, to what relief is the concerned workman entitled?"

2. This case relates to the dismissal of Shri Jagdish Modi from service vide order dated 19-11-2003 by the management of Jeenagora Colliery of M/s. BCCL.

3. The workman Jagdish Modi is present with his Ld. Advocate B. N. Singh, who is the Advocate-cum-General Secretary of the union concerned. None appears from the side of the management.

4. The workman files his authorisation authorising his aforesaid Advocate to represent him and to act in this case on his own behalf. A petition under the signature of Shri B. N. Singh, the Ld. Advocate-cum-General Secretary of the Union concerned filed on behalf of the workman Jagdish Modi, the Ex-Miner/Loader, and accordingly moved by his Ld. Counsel for the closure of the case on the ground that since the workman has been reinstated in his service as Explosive Carrier Helper during the pendency of his case under adjudication, and since then he has been though previously served as Miner/Loader since long, so for the reason, the workman has filed it for closing his

case, as he has no grievance or complain against the management after his reinstatement.

5. Perused the case record. I find the present case has been pending for filing W.S. on behalf of the workman. But meanwhile, he wants to close his case on the ground of his reinstatement as Explosive Carrier Helper by the management. The workman present in the Court himself admitted to have been working accordingly after having been reinstated by the management, for the last three years, and after getting notice from the Court, he has presented himself and filed the petition and his authority under his own LTI and under the signature of the aforesaid Ld. Advocate-cum-General Secretary of the Union concerned.

6. Considering the aforesaid facts, let the case be closed, because it is unnecessary to carry on the case for 'No dispute' now. Accordingly the case is closed and order is passed.

KISHORI RAM, Presiding Officer

नई दिल्ली, 23 मार्च, 2011

का. आ. 1075.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद नं.-2 के पंचाट (संदर्भ संख्या 92/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-03-2011 को प्राप्त हुआ था।

[सं. एल-20012/70/2005-आई आर (सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 23rd March, 2011

S.O. 1075.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 92/2005) of the Central Government Industrial Tribunal-cum-Labour Court-2, Dhanbad, now as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. BCCL, and their workman, which was received by the Central Government on 23-3-2011.

[No. L-20012/70/2005-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD PRESENT:

Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Dispute under Section
10(1)(d) of the I.D. Act, 1947

Reference No. 92 of 2005

PARTIES:

Employers in relation to the management of Kustore
Area of M/s. BCCL and their workman

APPEARANCES:

On behalf of the Workman : Mr. K. N. Singh,
Advocate and Vice-
President, Janta
Mazdoor Sangh

On behalf of the Employers : Mr. D K. Verma,
Advocate

STATE : Jharkhand

INDUSTRY : Coal

Dhanbad, the 3rd March, 2011

ORDER

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/70/2005-IR (C-I), dated, the 13th September, 2005.

SCHEDULE

"Whether the action of the management of Simlabahal Colliery of M/s. BCCL in dismissing Sri Nirmal Kumar Orang, M/Loader from the service w.e.f. 9-6-2004 is justified? If not, to what relief is the concerned workman entitled?"

2. Mr. K. N. Singh, the Ld. Advocate-Vice President of the sponsoring union for the workman is present as well as Mr. D. K. Verma, the Ld. Advocate for the management is present.

Mr. K. N. Singh, the Ld. Advocate-cum-Vice President of the sponsoring union files a petition on behalf of workman Nirmal Kumar Orang, the Miner/Loader, and submits that the matter under adjudication has already been settled, as the management as per the Office order/letter SBC/BCCL/PD/2011/266 dated 2-2-2011 is ready to reinstate the workman in service, so there is no grievance of the workman for it and he is ready to withdraw his case; as such, it has been prayed that the present claim be closed and 'No dispute' Award be passed. A copy of the petition has been served upon the aforesaid Ld. Counsel for the management who did not raise any objection to it.

3. Perused the case record. I find that the case which was referred by the Central Government for adjudication, relates to the dismissal of workman Nirmal Kumar Oraon (Orang), M/Loader from his service with effect from 9-6-2004. The case was running for filing a rejoinder on behalf of the workman. But meanwhile, the present petition along with the aforesaid letter of the management has been filed to close the case, and to pass 'No dispute' Award on the ground that the management as per aforesaid letter

issued to the workman is ready to fresh appoint the workman on the basis of his mercy appeal, on the consideration of which, the workman has been recommended for his afresh appointment as underground "Badli" worker. As such, no longer the dispute as raised exists concerning the workman.

Under this circumstances, it is useless to keep the case pending for any cause. Hence, the case is closed, and accordingly the order is passed.

KISHORI RAM, Presiding Officer.

नई दिल्ली, 23 मार्च, 2011

का. आ. 1076.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद नं.-1 के पंचाट (संदर्भ संख्या 248/1990) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-03-2011 को प्राप्त हुआ था।

[सं. एल-20012/66/1990-आई आर (सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 23rd March, 2011

S.O. 1076.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 248/1990) of the Central Government Industrial Tribunal-cum-Labour Court-1, Dhanbad, as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. BCCL, and their workmen, which was received by the Central Government on 23-3-2011.

[No. L-20012/66/1990-IR (C-1)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference U/s. 10(1)(d)(2A) of I.D. Act, 1947

Reference No. 248 of 1990

PARTIES:

Employers in relation to the management of Bhalgora Project of M/s. BCCL.

AND

Their Workmen

PRESENT:

Shri H. M. Singh, Presiding Officer

APPEARANCES:

For the Management : Shri B. M. Prasad, Advocate

For the Workmen : None

STATE : Jharkhand

INDUSTRY : Coal

Dhanbad, the 8th March, 2011

AWARD

By Order No. L-20012(66)/90-IR (C-1) dated 9-10-1990 the Central Government in the Ministry of Labour, has, in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether Shri Devendra Prasad, Sinkar and 69 others who were employed by M/s. Comindia Company Ltd., are to be treated as employees of the management of Bhalgora Project of M/s. Bharat Coking Coal Ltd., and whether their demands for employment with the management of M/s. BCCL is justified ? If so, to what relief are the concerned workmen entitled ?"

2. In this reference case both the parties have filed their respective written statements, rejoinders, but no document was filed by either side. Thereafter the case was fixed for adducing evidence by the sponsoring union, but till 1997 no document was filed nor evidence was produced by the sponsoring union. Again the case was fixed on 27-8-2010 for adducing evidence on behalf of the concerned workmen for which notices were given to both the sides. In spite of that none appeared on behalf of the concerned workmen on 27-8-2010, 29-9-2010 and 26-11-2010. It, therefore, appears that neither the concerned workmen nor the sponsoring union are interested to contest the case. This case is pending since 1990, so it is needless to keep the same pending further.

In such circumstances, I render a 'No Dispute' Award in the present reference case.

H. M. SINGH, Presiding Officer.

नई दिल्ली, 23 मार्च, 2011

का. आ. 1077.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सी.सी.लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद नं.-1 के पंचाट (संदर्भ संख्या 115/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-3-2011 को प्राप्त हुआ था।

[सं. एल-20012/13/1999-आई आर (सी-1)]

डी. एस. एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 23rd March, 2011.

S.O. 1077.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 115/1999) of the Central Government Industrial Tribunal-cum-Labour Court-I, Dhanbad, as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. C.C. Ltd., and their workman, which was received by the Central Government on 23-3-2011.

[No. L-20012/13/1999-IR (C-I)]

D. S. S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, AT DHANBAD

In the matter of a reference U/s. 10(1)(d)(2A) of the I.D. Act, 1947

Reference No. 115 of 1999

PARTIES:

Employers in relation to the management of Churi Project, N. K. Area of M/s. C.C. Ltd.

AND

Their Workmen

PRESENT:

Shri H. M. Singh, Presiding Officer.

APPEARANCES:

For the Employers : Shri D. K. Verma, Advocate.

For the Workmen : Shri N. G. Arun, Representative.

STATE : Jharkhand INDUSTRY : Coal

Dated, the 4th March, 2011

AWARD

By Order No. L-20012/13/99-C-I dated 4-6-1999 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the demand of the union for pay protection, fixation of pay and payment of arrears of wages etc. for the period from 27-5-1983 to 2-9-1990 to Shri Akbar Mian and sixteen others (list enclosed) is proper and justified? If so, to what relief the said workmen are entitled?”

List of the concerned workmen

S. No.	Name	Designation
1.	Akbar Mian	General Mazdoor
2.	Awadhesh Thakur	General Mazdoor
3.	Raghubir Nonia	General Mazdoor
4.	Panu Mian	General Mazdoor
5.	Jugal Rai	General Mazdoor
6.	Akloo Mochi	General Mazdoor
7.	Bansiya Mahato	General Mazdoor
8.	Mahdul Mian	General Mazdoor
9.	Barhan Mian	General Mazdoor
10.	Rojan Mian	General Mazdoor
11.	Rahtali Mian	General Mazdoor
12.	Bali Mochi	General Mazdoor
13.	Biglaha Munda	General Mazdoor
14.	Makhund Mahato	General Mazdoor
15.	Badri Yadav	General Mazdoor
16.	Jagdish Mochi	General Mazdoor
17.	Sudin Mian	General Mazdoor

2. In this reference case both the parties have filed their respective written statements, rejoinders and documents. On behalf of the workmen one witness was examined as WW-1. Thereafter on the prayer of both parties the case was fixed for filing settlement. After several adjournments no settlement petition was filed. Even on 23-6-2010 no settlement was filed and it had not been pressed from the side of the concerned workmen. It seems that neither the concerned workmen nor the sponsoring union are interested to contest the case.

In such circumstances, a ‘No Dispute’ Award is passed.

H. M. SINGH, Presiding Officer

नई दिल्ली, 23 मार्च, 2011

का. आ. 1078.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सी.सी. लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद नं. 1, के पंचाट (संदर्भ संख्या 203/1990) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-03-2011 को प्राप्त हुआ था।

[सं. एल-20012/13/1990-आई आर(सी-1)]

डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 23rd March, 2011

S.O. 1078.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 203/1990) of the Central Government Industrial Tribunal-cum-Labour Court-1, Dhanbad, as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. C.C. Ltd. and their workman, which was received by the Central Government on 23-03-2011.

[No. L-20012/13/1990-IR(C-I)]
D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD

In the matter of a reference U/s. 10(1)(d)(2A) of the I.D. Act, 1947.

Reference No. 203 of 1990

PARTIES:

Employers in relation to the management of Bhurkunda Colliery of M/s. C.C. Ltd.

AND

Their Workmen

PRESENT:

Shri H.M. Singh, Presiding Officer

APPEARANCES:

For the Employers : None

For the Workmen : None

State : Jharkhand

Industry : Coal

AWARD

Dated: 7-3-2011

By Order No. L-20012(13)/90-IR (Coal-I) dated 11-8-90, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-sec. (1) and sub-sec. (2A) of Section 10 of the I.D. Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Bhurkunda Colliery of M/s. C.C. Ltd., P.O. Bhurkunda, Dist. Hazaribagh by unilateral deduction, not giving benefit of pay protection and not making payment of arrears of wages to S/Shri Dhaneshwar Singh and 30 others w.e.f. their date of joining in Excavation Section of Bhurkunda Colliery, is legal and justified? If not, to what relief the workmen concerned are entitled?”

2. In this reference case both the parties have filed their respective written statements, rejoinders and documents. The management also examined one witness as MW-1 in the year 1995. Thereafter the case was posted for adducing evidence by the workmen. But inspite of giving several adjournments to the workmen even on 27-7-2010 no evidence was produced by the workmen. In such circumstance, notice by registered post was sent to both the parties by directing the workmen to produce their evidence on 30-8-10. Even then none of the parties appeared on 30-8-10, 4-10-10 and 25-11-10. As such, it appears that neither the concerned workmen nor the sponsoring union are interested to contest the case.

3. Accordingly, I render a “No Dispute” Award in the present industrial dispute.

H.M. SINGH, Presiding Officer

नई दिल्ली, 23 मार्च, 2011

का. आ. 1079.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद नं. 2, के पंचाट (संदर्भ संख्या 63/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-03-2011 को प्राप्त हुआ था।

[सं. एल-20012/202/1998-आई आर(सी-1)]
डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 23rd March, 2011

S.O. 1079.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 63/1999) of the Central Government Industrial Tribunal-cum-Labour Court-2, Dhanbad, as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. BCCL, and their workmen, which was received by the Central Government on 23-03-2011.

[No. L-20012/202/1998-IR(C-I)]
D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2), AT DHANBAD

PRESENT:

Shri Kishori Ram, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947

Reference No. 63 of 1999

1217 4711-21

PARTIES :

Employers in relation to the management of Dy. Chief Engineer, M/s. BCCL and their workmen.

APPEARANCES :

On behalf of the workmen : Mr. D. Mukherjee,
Secretary, Bihar Colliery
Kamgar Union

On behalf of the employers : Mr. D.K. Verma, Advocate

State : Jharkhand Industry : Coal

Dhanbad, the 1st March, 2011

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/202/98-IR(C-I), dated, the 27th January, 1999.

SCHEDULE

"Whether the demand of the Union from the management of Patherdih Coal Washery of M/s. BCCL for regularisation of S/Sh. Dandiyal Vishwakarma and 22 others (as per list enclosed) with back wages is justified? If so, to what relief are these workmen entitled?"

2. The case of the sponsoring Union is that the workmen (1) Dindayal Vishwakarma and twenty two others, namely (2) Ajay (3) Sanjay both Vishwakarma (4) Tilak Kumar Chatterjee (5) Kapil Dev Chaudhuri, (6) Suresh, (7) Susen, (8) Madhu, (9) Basant all Thakur (10) Nitae Badhakar, (11) Nepal Chand (12) Kapi Mado (13) Anil, (14) Lakhiram, (15) Karmu, (16) Haradhan (17) Sahadeo, (18) Ananda all Mahato, (19) Binod Bauri (20) Madan, (21) Purusotam (22) Ganga Ram and (23) Adhir Kumar all Mahato have been regularly performing the maintenance of railway track, the job of perenial and permanent nature at the private siding Marshaling Yard adjacent to the premises of, and under the direct control and supervision of Patherdih Coal Washery since the year 1993. All the implements for the job are supplied by the Management. Though they have been rendering their service, and producing the goods for the benefit of the Washery Management, the management in order to camouflage the real issue prepared perfect papers to deprive the poor workmen of their legitimate wages and other benefits, alleging the payment of their wages through alleged intermediaries, too below the rate of NCWAs. They several times represented to the Management for their regularisation at least in Category-I Mazdoors and for payment of their wages as per NCWA but without any effect. Even the conciliation, in which they had submitted before the ALC (C), Dhanbad, that neither the Management

is maintaining any registration nor the contractor is having a licence as per the Act, ended in failure due to adamant attitude of the Management. But the action of the management denying their justified claim for regularisation is quite vindictive, illegal and unjustified, though the workmen have put in more than 240 days attendance.

3. Whereas with specific denial to the aforesaid facts of the workmen, the case of management is that no employer-employee relationship exists between the management and the concerned persons rather the sponsoring Union in collusion with or in connivance with these persons as job seekers has brought the case for their regularisation by representing them as contractor workers but without naming their contractor concerned so it stands clear that the persons never worked at Patherdih Coal Washery and as such consideration of their case for regularisation after abolition of contract system in any process or work does not arise. The repairing and maintenance job of railway line are carried out by the specialised contractors of the Railways to the satisfaction of the Railway authorities. The railway siding situated at the Patherdih Washery was also required to repair and maintain by the Railway Administration by engaging its contractors. The Railway Administration authorised the management to get the job of repair and maintenance done through a specialised railway contractor in respect of the railway siding adjacent to the Coal Washery. As per the understanding with the railway administration the Management awarded contracts to different parties at different periods, saddling the contractor with the full responsibility to ensure proper checking, maintenance and repair of the railway track by using their own men, materials, equipments, tools etc. The contractors were paid the agreed amount on turn-key basis for ensuring the aforesaid work. The contractor appointed its managerial and supervisory personnel to make regular check of the railway track as free from defects so as to avoid any railway accident in course of the operations of the railway engine and wagon over it. The main important job of checking and inspection of the railway track is carried on by the Engineer and Supervisor of the contractor concerned. The contractor was required to get the defects, if any rectified by engaging its own Technicians, Fitters, Mazdoors only in exigencies with the help of all the tools and equipments of the contractor under the supervision of its Engineer or Supervisor. As such the management has no concern with the repair and maintenance of railway track or its incidental work, for which the contractor itself engages different kind of workers for its distinct job at the different job, so no worker was regularly appointed by the contractor for the jobs except the Engineer, the Supervisor and their helpers required for regular inspection and checking of the railway track.

In this way the contractor workers engaged in repairing and maintenance of railway track were never

permanent. Therefore, the question of abolition of such contract and absorption and regularisation of the contractor workers does not arise, for the Central Government has not issued any notification prohibiting engagement of contractor by the management of collieries on the job of repair and maintenance of the railway track. Thus the workmen engaged by the contractor even in permanent capacity cannot demand for their absorption or regularisation. Moreover this Tribunal has no jurisdiction to issue any direction for the abolition of the contract system on such job prior to the issuance of a notification by the Central Government under Section 10 of the Contract Labour (Regulation and Abolition) Act, 1970. All the aforesaid contentions of the sponsoring Union regarding the alleged workers are false, baseless and imaginary.

FINDING WITH REASONS

4. In the instant case, I find that out of the total 23 workmen, Ajay Vishwakarma as WW-1 on behalf of the workmen has been examined whereas on behalf of the management, three witnesses, namely MW-1 Basudeb Singh, the Personnel Officer, MW-2 S. N. Meheta, the Superintending Engineer, and MW-3 Ashit Kumar, the Welfare Inspector, all of the Patherdih Coal Washery.

5. In the instant case on the scrutiny of the materials i.e. oral and documentary evidence produced on behalf of the workmen and the management in support of their case, I find that WW-1 Ajay Vishwakarma while deposing for himself and his other colleagues has admitted that the Labour Contractor Janardhan Tewari neither gave them any appointment letter for the work nor issued any I.D. Card. It is also his admission that the Railway track concerned maintained by the authority with the help of expert staff. Besides that, his admission is that he has not any paper to show himself as Ajay Sharma who worked under the Labour Contract at Patherdih Washery Railway track for its maintenance along with others.

6. On the part of the management, the siding of Patherdih Coal Washery is equipped with railway facilities and the Railway Administration authorised the Coal Washery to maintain their Railway Track on their behalf through specialised contractor selected by them.

7. As per deposition of WW-1 Ajay Vishwakarma one of the workmen, they had been engaged in the railway track for maintenance and repairing work at Patherdih Washery under the management since 1993. But there is no chit of paper produced or proved on their behalf to that effect. According to him, initially Janardan Tiwari, the Labour Contractor, engaged them for the said work. But after one year, he left the contractual job, yet under the instruction of the management, they remained there and took up repairing and maintenance work of the track, and that the management used to pay their wages not as per the N.C.W.As. But unfortunately, the fact that after

one year, under instruction of the management, they remained there and took up repairing and maintenance work of the railway track is unpleaded. So it is inadmissible in the eye of law. In support his averment that the management used to pay them their wages not in terms of NCWAs, this witness has proved photo copy of Bonus Sheet and the wage sheets duly signed by Shri Ashish Kumar as Ext. W-1 (series) and Ext. W-2 (series both with the objection). Admittedly though no person without a gate pass is allowed to enter inside the said washery yet no gate pass was issued to them for it. He is an illiterate person, he claimed to write his name or read not in English, yet he could identify the signature of a particular person. It seems to be an imprudence to expect it of him. Flatly denying for aforesaid document of their Bonus and wages as forgery, he has stated that the documents were handed over to him his leader, though he could not assert where from he got it though he had seen the originals of these papers. Strange thing is that the witness as workman never asserted to have put signature to any of the aforesaid document in support of the claim of the workmen.

8. On the analytical scrutiny of the aforesaid both the documents of Bonus and their wages, I find that, out of total 23 workmen enumerated in the schedule to the reference, Sl. No. 3 Sanjay Vishwakarma did never work yet he got Bonus for the year 1995-96. Sl. No. 16 Haradan Mahato did not get Bonus for the year 1994-95 yet got wages and the Bonus for the year 1995-96. Sl. No. 23 Adhir Kumar Mahato seems to have received Bonus for the year 1995-96 without payment of any wages as evident from the aforesaid document. Exts. W-1 (10-14) and Exts. W-2 (10-14) respectively besides that the Exts. W-1 (1-4) and Ext. W-2 (4-9) are the alleged documents of their Bonus for the years 1994-95 and 1995-96 respectively for the aforesaid total periods of their alleged work. The rest 20 workmen named in the Schedule appear to have worked for the months of August to December, 1995 total 153 days and in the month of January and February 1996 total 60 days respectively. Exts. W-1 (25-28), W-2 (1-3), W-1 (20-24), (15-19 and 10-14). So their total working days figures only 213 days, but not in a calendar year but none of their working days come under the requisite minimum working days 240 as prescribed under the I.D. Act, 1947 for their justified claim.

9. Whereas on behalf of the management, MW-1 Basudeb Singh, the Personnel Officer attached to the Patherdih Coal Washery has established that the siding of the Coal Washery is equipped with the railway facility and the Railway Administration authorised the Washery to maintain the railway track on their behalf through specialized contractor selected by them, and that the management pays the bills of the contractor and that as per the contract with the railway authority, the men of contractor time to time check the railway track and remove the defects, if any and submit their bills of work performed

by the contractor to the management which are paid, and the contractor not only used to maintain the attendance of the workmen engaged by him but also used to pay wages to them. The management witness has specifically denied the engagement of any workman by the management for taking up any work in the railway siding of the washery. He also denied the aforesaid contractual job for maintenance of the railway track as a camouflage. Though as the Personnel Officer having duty to look after the administration and human resources but not the production matter had not gone through any paper about the direction of the Railway Authority to management for engaging contractor yet it is for the interest of the management business. As per the Contract Labour (Regulation and Abolition) Act, (1970), wages to the contract labour are to be paid by the contractors in presence of the authorised representative of the management. But the management witness (MW-1) could not say if the jobs of the maintenance and repairing in the railway track are manually done by the labourers or by the contractors, denying the said work as continuous process.

10. MW-2 S. N. Mehta, the Superintending Engineer since 12th October, 2002 at the Coal Washery, has asserted the existence of railway yard which is known as Marshaling yard which is maintained by the management through the contractor by the work order at its tender. Supporting version of the aforesaid Basudeb Singh (MW-1), the witness has affirmed the selection of the contractor, the maintenance of the railway track through his own Engineer, Supervisor and his workmen for the repair whenever required. He has also denied the supervision of the work of the contractor and the payment of wages to the workmen by the management and at present the Nity Enterprise, the contractor is taking up the repairing work at the railway yard as a contractor. This witness has also affirmed the change of contractor year to year and the maintenance and the repairing work going since before his joining. He also denies the maintenance and repairing of the railway track as continuous job.

11. MW-3 Ashit Kumar, the Welfare Inspector, has proved the original copy of the Registration Certificate of the contractors issued by the Office of the ALC(C) Dhanbad as Ext. M-1 and the Form-V issued to the contractor Janardhan Tewari duly under signature of Shri R.K. Sinha, Dy. Chief Engineer as Ext. M-2 and the work order of the Dy. Chief Engineer duly attested by Mr. B.D. Singh, the Personnel Officer marked as X for identification, though the signature of B.D. Singh is marked as Ext. M-3. He has also proved Seven work orders marked as X to X-7 for identification. According to him, the copy attached to the Certificate of Registration (Ext. M-1) does not bear the signature of Licencing Authority of the ALC(C). But I find this certificate of Registration clearly refers to "As per statement attached" which is the copy as its part and parcel to it does not need the signature of the aforesaid

ALC(C). The witness (MW-3) has asserted that the contract was given to Janardhan Tewari for one year from 31-8-94 which is apparent from the statement attached to the aforesaid Registration Certificate issued by the ALC(C) as well as the fact that the contractor applies for the licence on the basis of the certificate issued by the principal employer in the contract labour, though he could not assert the work for the Certificate (Ext. M-2) issued by the principal employer. But I find that the certificate dated 20-7-93 was issued by the principal employer to Shri Janardan Tiwari in respect of employment of the contract labour by the aforesaid application in his establishment on the basis of which the contractor Janardhan Tiwari was granted certificate of registration dated 11-1-1995 (Ext. M-1) 'Coal Washing incidental thereto Coal Mining Industry' for one year as per the statement attached to it. The witness Ashit Kumar (MW-3) has asserted all seven work orders (marked as X-X/7) for identification are under the signature of aforesaid B.D. Singh, the Personnel Officer as Exits. M-3 series.

12. In view of the alleged claim of the workmen for the regularisation, the scintillating argumentations of Mr. D. Mukherjee, the Ld. Advocate as well as Secretary of the Union concerned based on following authorities here to be referred with brackets as held therein, are as under :

- (i) that where a worker or group of workers labours to produce goods or services and these goods or services are for the business of another, that other is in fact the employers. [1978-SCLJ-Vol. I-15 (SC) Hussainbhai-versus-Alath Factory].
- (ii) that the workmen were employed through contractor for manufacture of Salt, they were held the employees of the management [1962-(I) LLJ (SC) 131, United Salt Workers-versus-Their Workmen],
- (iii) that where 21 workers of Sugar Factories were stopped from duty on the plea of the management that they were the employees of the contractors but were held as the employee of the management [SCLJ-VI (CB) 3867, M/s. Basti Sugar Mills Ltd.-versus-Ram Jagar],
- (iv) that the petitioner and other workers doing the job of loading and unloading bricks from wagons and trucks in the Brick department be treated at par with effect from the date of notification, that those who are doing the job of cleaning and stocking in the said department be treated as the employee of the management, and were directed for the reinstatement with the full back wages [FLR 1990-Vol. 60 (SC) page 20, Shankar Mukherjee and Others-versus-Union of India and others],

- (v) That keeping cycle stand and running canteen are incidental or adjuncts to primary purpose of the theatre-so the owner of the theatre/cinema held to contribute in respect of the persons employed in the Canteen and the Cycle Stand [1978 SCLJ Vol. XV (SC) 101, Royal Talkies-versus-Employees State Insurance Corporation],
- (vi) that no right to regularisation of Contract Labour as the employees of the principal employer cannot be decided under Writ Jurisdiction. Normally the Labour Court and the Industrial Tribunal under the Industrial Disputes Act are the competent forum to adjudicate such dispute on the basis of oral and documentary evidence produced before them [1994 LLR-Supreme Court 634 (CB), R.K. Panda and others-versus-Steel Authority of India],
- (vii) that Cafeterial Workers in the Univeristy-for the purpose of providing food to the inmates of the hostels-Employees of the Cafeteria therefore, be termed to be the employees of the University, are entitled to be regularised [2000 (87) FLR 7(SC), G.B. Pant University of Agricultural-versus-State of U.P.],
- (viii) that with reference to U.P. I.D. Act, 1947 Section 2(i)(iv)—if the respondent workers as a matter of fact are employed with the appellant to work in their premises and which fact is found established after removing the mask or facade of make-belief employment under the contractor the appellant cannot escape its liability [2003 (98) FLR 826-(SC), M/s. Bharat Heavy Electricals Ltd. and State of U.P. and Others],
- (ix) that under Contract Labour (Regulation & Abolition) Act the industry must be carried on only or under the authority of the Central Government and not that the company/undertaking is an instrumentality or an agency of the Central Government for the purpose of Article 12 of the Constitution, as such an authority may be conferred either by a statute or by virtue of relationship of principal employer and Agent or delegation of power, and this fact has to be ascertained on facts and in the circumstances of each case (para-44) [2001 LLR 961 (SC)(CB), Steel Authority Ltd. of India-versus-National Union Water Front Workers] : [2001 LAB.I.C. 3665 (SC)(CB) as cited on behalf of the management also],
- (x) that in reference to Sections 11A, 10, 17B of CL(RA) Act, 1970, Constitution Article, 226 concerning regularization of services-the workmen were employed as contractors by the management of Bhurungia Project for execution of contractual work under direct supervision of the management and they were working as Stone Cutters, a permanent job, were held entitled to regularisation in their services as also justified by the Labour Courts (para 5, 7 and 9) [1998 (1)) B.L.J.-Pat-138 (DB)-(A), employers in relation to the management of Bhurungia Project of M/s. BCCL-versus-P.O. CGIT No. 1 and others],
- (xi) that with reference to Section 10 of the I.D. Act, the wording of reference showing the dispute as to regularisation of the services of the contractual workers—but pleadings, however, showing that core issue before the Tribunal was with regard to the status of the workmen as the employees of the principal employer-Award of Tribunal holding the worker to be the employees of the principal employer and granting the relief of regularisation and further that it was open to the Industrial Tribunal to have lifted the veil so as to determine the nature of the employment of the dispute between the parties, for that purpose, to look into the pleadings and evidence produced before it. [2008 AIR SCW 3996 (DB), G.M., O.N.G.C. Silchar-versus-O.N.G.C. Contractual workers Union-(para-16)],
- (xii) that Board neither registered as principal employer nor contractor was licensed contractor-Contract system was thus a mere camouflage which can be easily pierced and the employer and employee relationship between the Board and the employee who have worked more than 240 days cannot therefore be deined absorption [1991-Lab. I.C. 1323 (SC) (DB), Secretary Haryana State Electricity Board-versus. Suresh and others (Paras 15, 17, 19)],
- (xiii) and that the National Coal Wage Agreement (NCWA) are settlement within the meaning of Section 18(3) by both the parties and continued to remain so unless altered, modified or substituted by another settlement [2007 (115) FLR-427] (SC) (DB), Mohan Mahato-versus-Central Coalfields Ltd. (para-10).

Further the plea of the Ld. Counsel for the workmen is that under clauses 11.5 and 12.30 of NCWA-III and NCWA-VIII respectively and other NCWAs, it was agreed that the industry will not engage contractor in the job

of permanent nature and on this score also, the employees are entitled for regularisation.

13. In response to the aforesaid argument by the Ld. Advocate for the workman, Mr. D. K. Verma, Ld. Advocate for the management relying upon the following five authorities hereinafter referred with brackets has submitted that the aforesaid cited case of Hussain Bhai, M/s. Basti Sugar Mills Ltd. and R.K. Pandey have been dealt with in the authority 2001 Lab. I.C. (3656)(SC)(CB), Steel Authority of India Ltd. and Ors.-versus-National Union Water Front workers and Ors. under (I) it has been held by the Hon'ble Apex Court, in reference to Contract Labour (R&A) 1970 Section 2(i) and 2(c) and I.D. Act, Section 2(s) that the Contract Labour and the engagement by contractor does not create relationship of Master and Servant between contractual labour and principal employer (paras-101, 114, 117). Further it has been submitted by the Ld. Counsel for the management that the 'decisions of Hon'ble Supreme Court running counter to or containing directions these principles will stand denuded of their status as precedence... -Further, case of irregular appointment (not legal appointment) of duly qualified persons in duly sanctioned vacant post, who continued to work for 10 years or more but without intervention of orders of Courts or Tribunals may have to be considered for regularisation on merits in the light of the principles laid down in the case; as such absorption, regularisation or permanent continuance of temporary, contractual, casual, daily wage or ad-hoc employees appointed/recruited de hors in connection with the public employment on issuance of direction by Court therefore, issuance of such direction amounting to mode of public appointment which is not permissible as held in the case of Secretary, State of Karnataka -versus-Uma Devi (3) and Ors., 2006 SCC (L&S) 753 (CB).

14. Further submission of the Ld. Counsel for the management is that 'by virtue of Article 141 the judgment of the Constitution Bench in Uma Devi (3) case is binding on all the Courts including the Supreme Court till the same is overruled by the larger Bench. To attempt to delure the reliance in Uma Devi (3) case by the suggestion in Pooran Chandra Pandey case that the Uma Devi (3) case cannot be applied to a case of regularisation, so in pursuance of Article 14, held, is obiter and should neither be treated as binding nor should they be relied upon or made the basis for by passing the principles laid down in Uma Devi (3) case as held in the case of Official Liquidator-versus-Ors. 2009 (SCC) L.S. -943 (CB). Ld. Counsel for the management submits that in case of Pinaki Chatterjee & Ors-versus-Union of India & Ors (2009) 2 SCC (L&S) 259 (DB) that engagement of casual labour under the Project did not amount to any regular recruitment (paras 10 & 11) and lastly in the case of M/s. Bharat Coking Coal Ltd. and the workmen & Anr. reported in 2009 (4) JLJR 44 (SB) that in respect of Labour and Industrial Laws, Absorption-

Sections 7, 10 and 12 of Contract Labour (Regulation and Abolition) Act, 1970-industrial award directing for absorption of respondent workmen in the case in which no notification or prohibition has been issued that by itself cannot entitle the workmen for automatic absorption and no finding with regard to the nature of contract or as to whether it was a camouflage or sham nor any finding that prohibition of notification was issued under Section 1 so merely because workmen have worked continuously for more than 240 days in a calendar year, no right of absorption or regularisation follows and as such the impugned award was quashed (paras 10 to 15).

15. On punctillious study of the aforesaid authorities, I find that in view of the present factum of the case under adjudication, the tenacious argument of Mr. D. Mukherjee, Ld. Advocate-cum-Secretary of the union concerned appears to be wide off the mark existing in the present case, hence not plausible because factum of this case is distinct from those of the authorities cited on behalf of the union. Whereas the submission of Mr. D.K. Verma, Ld. Advocate for the management appears to be highly persuasive and fully plausible in view of the case as it stands before the Tribunal.

16. On the overall consideration of the aforesaid discussed facts, I find that the sponsoring union has utterly failed to establish the relationship between the employer and the workmen and secondly that they have worked as casual labour for more than 240 days in a calendar year—the two essential legal requisites for regularisation. In the lack of proof of both these ingredients for regularisation, I hold that the case of the workmen has no merits whatsoever worth considering. Under the circumstances I hold that the demand of the Union from the management of Patherdih Coal Washery of M/s. BCCL for regularisation of Dindayal Vishwakarma and 22 others (as per list enclosed) with back wages is totally unjustified not only on the factum but also in law. So they are not entitled to any relief.

KISHORI RAM, Presiding Officer

LIST OF WORKMEN

1. Dindayal Vishwakarma
2. Ajay Vishwakarma
3. Sanjay Vishwakarma
4. Tilak Kumar Chatterjee
5. Kapil Dev Chaudhari
6. Suresh Thakur
7. Susen Thakur
8. Madhu Thakur
9. Basant Thakur
10. Nitae Badhakar

11. Nepal Chand Mahto
12. Kali Pado Mahto
13. Anil Mahto
14. Lakhiram Mahto
15. Karmu Mahto
16. Haradhan Mahto
17. Sahadeo Mahto
18. Anando Mahto
19. Binod Bauri
20. Madan Mahto
21. Purusotam Mahto
22. Ganga Ram Mahto
23. Adhir Kumar Mahto

नई दिल्ली, 23 मार्च, 2011

का. आ. 1080.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ई.सी. लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद नं. 1, के पंचाट (संदर्भ संख्या 181/1990) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-03-2011 को प्राप्त हुआ था।

[सं. एल-20012/01/1990-आई आर(सी-1)]
डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 23rd March, 2011

S.O. 1080.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 181/1990) of the Central Government Industrial Tribunal-cum-Labour Court-1, Dhanbad, as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. E.C. Ltd., and their workman, which was received by the Central Government on 23-03-2011.

[No. L-20012/01/1990-IR(C-I)]
D.S.S. SRINIVASA RAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD

In the matter of a reference U/s. 10(1)(d)(2A) of I.D. Act, 1947

Reference No. 181 of 1990

PARTIES:

Employers in relation to the management of Shampur 'B' Colliery of M/s. E.C. Ltd.

AND

Their workman

PRESENT:

Shri H.M. Singh, Presiding Officer

APPEARANCES:

For the Employers : None

For the Workman : None

State : Jharkhand

Industry : Coal

AWARD

By Order No. L-20012(1)/90-IR(C-I) dated 20-8-90 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-sec. (1) and sub-sec. (2A) of I.D. Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the demand of Bihar Colliery Kamgar Union for reinstatement with full back wages of Smt. Mira Bourin Bhatta Kamin, Shyampur 'B' Colliery of M/s. Eastern Coalfields Limited is justified? If so to what relief the workman is entitled?"

2. This reference case was received in this Tribunal on 27-8-90. Both the parties filed their respective written statement. Thereafter the case was fixed for adducing evidence by the workman, but till 27-7-10 no evidence was produced in spite of giving several adjournments. Even registered notices were sent to the parties, yet none appeared from either side on 30-8-10, 13-10-10 and on 8-12-10 also. It seems that neither party is interested to contest the case the reason best known to them. This reference case is pending since 1990.

In such circumstances, I render a 'No Dispute' Award in the present case, as the parties did not take any further step for contesting the case.

H.M. SINGH, Presiding Officer

नई दिल्ली, 23 मार्च, 2011

का. आ. 1081.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बी.सी.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद नं. 1, के पंचाट (संदर्भ संख्या 105/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-03-2011 को प्राप्त हुआ था।

[सं. एल-20012/125/2002-आई आर(सी-1)]
डी.एस.एस. श्रीनिवास राव, डेस्क अधिकारी

New Delhi, the 23rd March, 2011

S.O. 1081.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 105/2002) of the Central Government Industrial Tribunal-cum-Labour Court-1, Dhanbad, now as shown in the Annexure in the industrial dispute between the employers in relation to the management of M/s. BCCL, and their workman, which was received by the Central Government on 23-03-2011.

[No. L-20012/125/2002-IR(C-I)]
D.S.S. SRINIVASARAO, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 1), DHANBAD

In the matter of a reference U/s. 10(1)(d)(2A) of I.D. Act.

Reference No. 105 of 2002

PARTIES:

Employers in relation to the management of Bararee Colliery of M/s. BCCL

AND

Their Workman

PRESENT:

Shri H. M. Singh, Presiding Officer

APPEARANCES:

For the Employers : Shri D.K. Verma, Advocate
For the workman : Shri Raghunandan Rai,
Authorised
Representative

State : Jharkhand

Industry : Coal

Dated : 14-3-2011

AWARD

By Order No. L-20012/125/2002-IR (C-I) dated 7-10-2002 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sub-sec. (1) and Sub-sec. (2A) of Section 10 of the I.D. Act, 1947, referred the following dispute for adjudication to this Tribunal :

SCHEDULE

"Whether the demand of Bihar Mines Lal Jhanda Mazdoor Union from the management of M/s. BCCL for regularisation of Sri Md. Hussain as a Pump Operator is legal and justified? If so, what relief the workman concerned is entitled to?"

2. The case of the concerned workman is that Md. Hussain was appointed as a General Mazdoor Category-I in the month of September, 1994 in Jealgora Colliery.

82 workmen along with Md. Hussain were transferred from Jealgora Colliery to Bararee Colliery on 1-4-1996. The management engaged the concerned workman to work as H.T. Pump Operator from April, 1996 and he has been continuing the same work. On the basis of Office Order dated 1-11-2001 issued by Pits Manager and office order dated 10-7-2001 from Project Officer, it is clear that the concerned workman has been performing the work of Pump Operator. When the management did not regularise the concerned workman, an industrial dispute was raised before the A.L.C.(C), Dhanbad, which ended in failure, resulting to the present dispute for adjudication. It has been stated that the concerned workman has been continuously working as a Pump Operator from April, 1996. He represented to the management for his regularisation, but to no effect.

It has been prayed that Hon'ble Tribunal be pleased to pass an award in favour of the workman by directing the management to regularise the concerned workman as Pump Operator Category-IV w.e.f. April, 1996.

3. The case of the management is that the concerned workman was working as a General Mazdoor in the underground as Category-worker. Since the concerned workman was suffering from some sort of ailment, on his request he was allowed to work along with Pump Khalasi as a General Mazdoor. The sponsoring union raised an industrial dispute for regularisation of the concerned workman as a Pump Operator. The post of pump Operator is a Cadre Post and a workman can be promoted as a Pump Operator only on the basis of Departmental Promotion Committee's recommendation. Pump Operator job is a highly skilled job and only a skilled workman can be promoted as a Pump-Operator, subject to the vacancy. The concerned workman never acquired the skill of Pump Operator. There is no provision for regularisation of a workman in any particular post in violation of the Cadre Scheme.

It has been prayed that this Hon'ble Tribunal be pleased to hold that the demand of the Union is neither legal nor justified and the concerned workman is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying some of the contents of the paragraphs of each other's written statement.

5. The concerned workman has produced himself as WW-1 (Md. Hussain) and proved documents marked as Exts. W-1 to W-4/11.

6. Main argument advanced on behalf of the concerned workman is that he is doing the work of Pump Operator since April, 1996 and for this work management also issued Office Order dated 1-11-2001. He requested for regularisation to the post, but he has not been regularised. So he has demanded for regularisation as Pump Operator.

The management argued that the concerned workman cannot be regularised because he is working as General Mazdoor Category-I and he works along with Pump Khalasi. There is no vacant post of Pump Operator in which he can be promoted/regularised and Pump Operator is a skilled job and only a skilled workman can be promoted.

7. In this respect the concerned workman has filed document, Ext. W-1 which shows that he was re-deployed at Bararee Colliery w.e.f. 1-4-96 as General Mazdoor. As per Ext. W-2 he has been allowed to work in 3rd Shift to do the work of Pump Operator. As per Ext. W-3 in the month of July, 2001 he has been directed to shift duty as Pump Khalasi.

In this respect the concerned workman WW-1 in his cross-examination at page 2 admitted that I have not filed any document to show that I was working as Pump Operator. I had made a request in writing to the management that I may be deployed to do light duty on the surface. Management has not given me any letter directing me to work as Pump Operator.

This statement shows that the concerned workman has been given light work and the management has not given any letter to work as Pump Operator. The post of Pump Operator is filled through D.P.C. on the basis of his request he was given light job to work as Pump Khalasi, so he cannot be promoted to Pump Operator without D.P.C. Moreover, the management has filed Office Order dated 1-4-2010 which shows that the concerned workman has been promoted as Pump Operator Category-II w.e.f. 1-4-2010.

8. Considering the above facts and circumstances, I hold that the demand of Bihar Mines Lal Jhanda Mazdoor Union from the management of M/s. BCCL for regularisation of Sri Md. Hussain as a Pump-Operator Category-IV w.e.f. April, 1996 is not legal and justified and hence he is not entitled to any relief.

This is my Award.

H.M. SINGH, Presiding Officer

नई दिल्ली, 7 अप्रैल, 2011

का. आ. 1082.—केन्द्र सरकार, खान अधिनियम, 1952 (1952 का 35) की धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का

प्रयोग करते हुए, निम्नलिखित अधिकारियों को अगले आदेशों तक मुख्य खान निरीक्षक के अधीन खान निरीक्षक के पद पर नियुक्त करती है :

1. श्री वीर प्रताप
2. श्री सुप्रिय चक्रवर्ती
3. श्री एस. चन्द्रमौली
4. श्री टी.आर. कानन
5. श्री नीरज कुमार
6. श्री मुरलीधर बिदारी
7. श्री सैफुल्ला अंसारी
8. श्री विनोदानंद कालुंदिया
9. श्री मनीष चन्द्र जायसवाल
10. श्री मुरलीधर मिश्र

[सं. एस-29025/01/2008-आईएसएच-II]

सुभाष चन्द, अवर सचिव

New Delhi, the 7th April, 2011

S.O. 1082.—In exercise of the powers conferred by Sub-section (1) of Section 5 of the Mines Act, 1952 (35 of 1952), the Central Government hereby appoints the following officers as Inspector of Mines, Subordinate to the Chief Inspector of Mines, until further orders :

1. Shri Vir Pratap
2. Shri Supriya Chakraborty
3. Shri S. Chandramouli
4. Shri T.R. Kanan
5. Shri Niraj Kumar
6. Shri Muralidhar Bidari
7. Shri Saifullah Ansari
8. Shri Vinodanand Kalundia
9. Shri Manish Chandra Jaiswal
10. Shri Murli Dhar Mishra

[No. S-29025/01/2008-ISH-II]
SUBHASH CHAND, Under Secy.

